



Stellungnahme der Verwaltung vom 24.10.2024 - Stopp des geplanten Verkehrsversuches "Durchfahrtsverbot in der Friedrich-Loeffler-Straße und in der Domstraße" (BV-P-ö/08/0098)

<i>Einbringer/in</i> 60 Stadtbauamt	<i>Datum</i> 24.10.2024
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<i>Beratungsfolge</i>		<i>Sitzungsdatum</i>	<i>Beratung</i>
Ausschuss für Finanzen, Liegenschaften und Beteiligungen (FA)	Kenntnisnahme	28.10.2024	Ö
Ausschuss für Bauwesen, Klimaschutz, Umwelt, Mobilität und Nachhaltigkeit (BuK)	Kenntnisnahme	29.10.2024	Ö
Ausschuss für Wirtschaft, Tourismus, Digitalisierung und öffentliche Ordnung (WA)	Kenntnisnahme	30.10.2024	Ö
Hauptausschuss (HA)	Kenntnisnahme	04.11.2024	Ö
Bürgerschaft (BS)	Kenntnisnahme	25.11.2024	Ö

Sachdarstellung

Der Bürgerschaft der Universitäts- und Hansestadt Greifswald wird die beiliegende Stellungnahme der Verwaltung samt Anlagen zur Verfügung gestellt.

Anlage/n

- 1 Stellungnahme der Verwaltung vom 24.10.2024 öffentlich
- 2 Anlage 1 - Präsentation - Verbesserung einer effektiven nachhaltigen städtischen Mobilitätsplanung zur Unterstützung der aktiven Mobilität in Städten im Ostseeraum (SUMP for BSR) öffentlich
- 3 Anlage 2 - Partnership Agreement for the project #C055 SUMP for BSR of Interreg Baltic Sea Region (Partnerschaftsvereinbarung) öffentlich
- 4 Anlage 3 - Subsidy contract for the project #CO55 Sumps for BSR (Subventionsvertrag) öffentlich
- 5 Commitment to the EU funded SUMP for BSR project mit Übersetzung (Verpflichtung zum EU-finanzierten SUMP for BSR-Projekt) öffentlich
- 6 Kostenplan öffentlich

Stellungnahme der Verwaltung vom 18.10.2024 zur Beschlussvorlage BV-P-ö/08/0098 - Stopp des geplanten Verkehrsversuches "Durchfahrtsverbot in der Friedrich-Loeffler-Straße und in der Domstraße"

Eine Zustimmung der Bürgerschaft zur Beschlussvorlage BV-P-ö/08/0098 hätte schwerwiegende Folgen, die weit über das Stadtgebiet hinausgingen. Vor diesem Hintergrund nimmt die Verwaltung zur Vorlage der Bürgerschaftsfraktion Christlich Demokratische Konservative-IBG-AdbM wie folgt Stellung und empfiehlt dringend, dem Antrag nicht zuzustimmen:

Auswirkungen im internationalen Kontext

Die geplante Umsetzung "Modalfilter Friedrich-Loeffler-Straße/Domstraße" ist ein Teil einer Pilotmaßnahme im Rahmen des EU-Projektes „SUMPs for BSR – enhancing effective Sustainable Urban Mobility Planning for supporting active mobility in BSR cities“ (Verbesserung einer effektiven nachhaltigen städtischen Mobilitätsplanung zur Unterstützung der aktiven Mobilität in Städten im Ostseeraum, siehe Anlage 1). Eine Partnererklärung zwischen den Beteiligten (Konsortium bestehend aus: Turku/ Union of the Baltic Cities (UBC) Cities Commission (Finnland), Universität Danzig (Polen), Institut für Baltische Studien (Estland), Stadt Cēsis (Lettland), Stadt Gdynia (Polen), Greifswald (Deutschland), Stadt Gävle (Schweden) und Stadt Panevėžys (Litauen)) sowie ein Vertrag wurden unterzeichnet (siehe Anlage 2 und 3).

Bei einem SUMP handelt es sich um eine ganzheitliche, strategische Mobilitätsplanung auf kommunaler bzw. regionaler Ebene, die auf bewährten Planungsansätzen aufbaut und im besonderen Maße Zusammenarbeits-, Beteiligungs- und Evaluationsprinzipien berücksichtigt. Das zentrale Ziel ist die Erfüllung der Mobilitätsbedürfnisse der Menschen und Unternehmen vor Ort und damit einhergehend die Verbesserung der Lebensqualität. Intermodale, interregionale und partizipative Ansätze sind dafür die Grundlage. Das bedeutet, dass sämtliche Verkehrsteilnehmenden (u. a. Kinder, Jugendliche und Menschen mit Beeinträchtigungen) integriert berücksichtigt und relevante Planungsthemen (u.a. Wirtschaftsverkehre, Tourismus und Stadtplanung) mitgedacht werden. Die Projektphase 3 beginnt am 01. November 2024.

Ziel der Pilotmaßnahme im Rahmen des Projektes ist die Durchführung als Verkehrsversuch und die Untersuchung der vielfältigen und komplexen Wechselwirkungen. Die getroffenen verkehrsplanerischen Annahmen können überprüft und wichtige Informationen zu den tatsächlichen Auswirkungen gesammelt werden. Diese können anschließend als wichtige Diskussions- und Entscheidungsgrundlage für eine abschließende Entscheidung für eine mögliche dauerhafte Verkehrslösung dienen. Im Vergleich zu einer prognostischen Betrachtung, welche immer modelspezifischen Einschränkungen unterliegen wird, können über den Verkehrsversuch die tatsächlich entstehenden Effekte realitätsnah ermittelt werden. Die Ergebnisse werden ebenfalls den einzelnen Projektpartnern vorgestellt und diskutiert und liefern wichtige Erkenntnisse für zukünftige Verkehrsmaßnahmen im europäischen Kontext.

Ein Abbruch der Maßnahme „Modalfilter Friedrich-Loeffler-Straße/Domstraße“ hätte zur Folge, dass das gesamte EU-Projekt nicht mehr realisiert werden könnte, da ein wesentlicher Projektpartner in einem weit fortgeschrittenen Stadium aussteigen müsste und gegen die formale Bindung verstoßen würde. Ein Ausstieg ist aus städtischer Sicht keine Option. Ein Abbruch des Projektes zum jetzigen Zeitpunkt hätte nicht nur eine Schädigung der Reputation Greifswalds im internationalen Kontext zur Folge, darüber hinaus würde man auch die Möglichkeit einer Förderung und somit einer externen Finanzierung in Zukunft verlieren, da die Zuverlässigkeit als Partner für EU-Projekte in Frage gestellt werden würde.

Die weiteren internationalen Projektpartner wären ebenfalls betroffen. Es gäbe finanzielle und rechtliche Konsequenzen für die Stadt und alle Partner (vgl. insb. Artikel 3 und Artikel 5 der Vereinbarung). Die Kofinanzierung durch das Interreg BSR-Programm müsste ebenfalls neu bewertet werden. Bereits erhaltene Fördermittel müssten zurückgezahlt werden, und eine

finanzielle Entlastung des städtischen Haushalts erfolgte. Es könnten sogar neue Kosten in Form von Schadensersatzforderungen auf die Stadt Greifswald zukommen.

Auswirkungen im nationalen Kontext

Auch im nationalen Kontext bedeutete der Abbruch des Projektes zum jetzigen Zeitpunkt eine Schädigung des Ansehens Greifswalds: Im Rahmen des Forschungsprojektes des deutschen Umweltbundesamtes (zentrale Umweltbehörde der Bundesrepublik Deutschland) „Neues Europäisches Bauhaus weiterdenken: Nachhaltige Mobilität und resiliente Räume für mehr Lebensqualität“ werden Verkehrsversuche deutscher Städte wissenschaftlich begleitet. Eine dieser Kommunen ist Greifswald mit dem Verkehrsversuch Innenstadt (auch: „Modalfilter Friedrich-Loeffler-Straße/Domstraße“). Für das Umweltbundesamt ist das Greifswalder Verkehrskonzept insofern innovativ, als dass dieses einen Verkehrsversuch als Maßnahme eines Konzeptes beinhaltet. Im Zuge eines Fachaustauschs wurde vor nationalem Publikum das Greifswalder Vorhaben präsentiert. Die Ergebnisse aus Greifswald fließen in die o.g. Forschungsarbeit ein. Weitere Vernetzungstreffen der begleiteten Städte, organisiert durch das UBA, werden stattfinden. Darüber hinaus werden die Ergebnisse in entsprechenden Fachkreisen publiziert.

Weiterhin sind das Planungsbüro IKS Mobilitätsplanung (und als Unterauftragnehmer das spezialisierte Verkehrserhebungsbüro Messtechnik Mehl) bereits beauftragt. Bei Kündigung des Auftrages muss mit entsprechenden Schadenersatzforderungen gerechnet werden. Zusätzlich büßte die Stadt Greifswald in Zeiten schwer zu findender, geeigneter Fachplanungsbüros auch hier den Ruf eines zuverlässigen Partners. Der Schaden für zukünftige Vorhaben ist kaum absehbar.

Verkehrskonzept Innenstadt 2021

Mit dem Verkehrskonzept Innenstadt ging die Universitäts- und Hansestadt Greifswald eine wichtige planerische Herausforderung an: Die aktuelle Verkehrsführung in der historischen Altstadt sollte gemäß Leitziel des Städtebaulichen Rahmenplans Innenstadt/Fleischervorstadt (2016) optimiert werden. Im Fokus stand eine umfassende Verkehrsberuhigung mit dem Ziel einer qualitativen und quantitativen Verbesserung der Bedingungen für den öffentlichen Personennahverkehr sowie den Fußgänger- und Radverkehr.

Der Städtebauliche Rahmenplan Innenstadt/Fleischervorstadt geht davon aus, dass mehrere Straßenzüge von Durchgangsverkehr, der Abkürzungen für das Hauptstraßennetz nutzt, betroffen sind und dieser zu unnötigen Belastungen führt. In der Innenstadt betrifft das den Verlauf Steinbeckerstraße – Friedrich-Loeffler-Straße – Kapaunenstraße/Wollweberstraße über die Lange Straße oder die Rubenowstraße zur Bahnhofstraße. Eine Verkehrsuntersuchung von 1999 hat ca. 1.500 Kfz pro Tag ausgewiesen, die auf diese Weise die längere Hauptstraßenverbindung über den Hansering und die Bahnhofsstraße umgingen.

Das Verkehrskonzept Innenstadt für Greifswald wurde 1994 aus dem städtebaulichen Rahmenplan Innenstadt/Fleischervorstadt und aus dem Verkehrsentwicklungsplan (VEP) 1993 abgeleitet. Die Notwendigkeit zur Aktualisierung des Verkehrskonzeptes von 1994 ergibt sich maßgeblich aus der Verlagerung des Universitätscampus in die Friedrich-Loeffler-Straße, städtebaulichen Planungen in den sogenannten A-Quartieren, Parkdruck und Parksuchverkehr, den Ergebnissen aus der Lärmaktionsplanung und Problemen im innerstädtischen Lieferverkehr.

Das Untersuchungsgebiet des Verkehrskonzeptes Innenstadt umfasst die historische Altstadt innerhalb der Wallanlagen. Der Flusslauf des Rycks bildet die nördliche Grenze des Untersuchungsraums. Aufgrund der kleinräumlichen Abtrennung zum gesamtstädtischen Gebiet sollte das Verkehrskonzept kein Parkraumbewirtschaftungskonzept fortschreiben. Dennoch war das Thema ruhender Verkehr ein wichtiger Bestandteil bei der Bearbeitung, da eben auch durch den hohen Parkdruck steigende Parksuchverkehre zu der bestehenden Mängellage beitragen.

Die Vergabe der Erarbeitung des neuen Verkehrskonzeptes erfolgte 2020. Den Zuschlag erhielt das Planungsbüro IKS Mobilitätsplanung aus Kassel (Kosten inkl. Verkehrserhebung, 50.457,19 EUR). Der Bearbeitung des Konzeptes vorangestellt war eine ausführliche Datenerhebung (Verkehrszählung und Kennzeichenerhebung des Kfz-Verkehrs, Erhebung zum ruhenden Verkehr, Umfrage zum Lieferverkehr beim Innenstadthandel) sowie eine Mängelanalyse. Die entsprechenden Untersuchungen wurden auf Grundlage der gängigen Regelwerke der Forschungsgesellschaft für Straßen- und Verkehrswesen (FGSV) durchgeführt und entsprechen dem Stand von Wissenschaft und Technik.

Die Handlungsempfehlungen sind in einem transparenten Planungsprozess durch das Planungsbüro unter Berücksichtigung und Einbezug der abgestimmten Zielsetzungen, des öffentlichen Beteiligungsverfahrens und der verwaltungsinternen Abstimmungen zur Umsetzbarkeit entwickelt worden.

Neben der Immissionsschutzbehörde, der Unteren Verkehrsbehörde (mit Polizei), dem Tiefbau- und Grünflächenamt und der Unteren Denkmalschutzbehörde wurden auch externe Akteure bei der Konzepterarbeitung beteiligt (VBG, GPG, GMG sowie der Verein Greifswalder Innenstadt, die Universität, der Studierendenausschuss). Darüber hinaus wurde eine dem Rahmen des Konzeptes entsprechende Bürgerbeteiligung vorgenommen. Zwei öffentliche Workshops fanden statt. Anregungen wurden aufgenommen, abgewogen und fanden unter Berücksichtigung der Zielstellung auch Eingang in das Konzept (beispielsweise die Zielstellung „Erhöhung der Wohn- und Aufenthaltsqualität“ oder der Vorschlag eines Fahrradstraßenrings zur Entlastung der Fußgängerzone vom Radverkehr). Die vom Planungsbüro vorgelegten Maßnahmenempfehlungen wurden mit der Verwaltung abgestimmt, immer vor dem Hintergrund der städtischen Zielstellung.

Der Beschluss des Verkehrskonzeptes wurde mehrheitlich von der Greifswalder Bürgerschaft im Dezember 2021 beschlossen.

Untere Immissionsschutzbehörde

Aus Sicht der Unteren Immissionsschutzbehörde ergibt sich die Problematik, dass die Universitäts- und Hansestadt Greifswald gesetzlich, entsprechend § 47 a-f des Bundesimmissionsschutzgesetzes in Verbindung mit der 34. Verordnung zur Durchführung des Bundesimmissionsschutzgesetzes, zur Erstellung eines Lärmaktionsplanes (LAP) verpflichtet ist. Ziel der Lärmaktionsplanung ist neben der Reduzierung gesundheitlicher Auswirkungen durch Lärm eine Verbesserung der Wohn- und Lebensqualität.

Der Lärmaktionsplan der Stufe 3 wurde nach einem breiten Beteiligungsprozess und einer öffentlichen Auslegung am 16.12.2019 durch die Bürgerschaft beschlossen. Der LAP hat damit eine Verbindlichkeit erlangt, die mit einem Bebauungsplan vergleichbar ist. Die Maßnahmen sind über das Landesamt für Umwelt, Naturschutz und Geologie an die Europäische Union weitergeleitet worden. Laut aktueller Lärmkartierung liegen die Lärmbelastungen in der Loefflerstraße am Tag und in der Nacht in einem Bereich mit einem erhöhten gesundheitlichen Risiko. Somit sind Maßnahmen zwingend erforderlich. Aus diesem Grund enthielt der LAP Stufe 3 als eine prioritäre Maßnahme die Beauftragung eines Verkehrskonzeptes Innenstadt mit dem Ziel der Reduktion des Durchgangsverkehrs sowie der Förderung des Umweltverbundes. Der LAP Stufe 4, der sich gegenwärtig in der Entwurfsphase befindet, wird die Umsetzung der Maßnahmen aus dem Verkehrskonzept Innenstadt enthalten, um das erhöhte und zum Teil auch deutlich erhöhte gesundheitliche Risiko der Anwohnenden der Loefflerstraße zu reduzieren.

Aufgrund der dichten Bebauung, der zentralen Aufenthalts- und Wohnfunktionen sowie der teilweise städtebaulich bedingten Kompromisse im Hinblick auf die Oberflächengestaltung (Pflaster) ist aus Immissionsschutzsicht der Kfz-Verkehr in der zentralen Altstadt auf den notwendigen Erschließungsverkehr für Wohnungen und Gewerbe zu beschränken. Eine Nutzung durch gebietsfremde, altstadtbezogene Durchgangsverkehre bzw. eine Überlauf- bzw.

Querverbindungsfunktion im Hauptstraßennetz ist mit den Zielstellungen der Lärminderung nicht vereinbar. Die aktuell für den Verkehrsversuch vorgesehenen Veränderungen entsprechen der im Lärmaktionsplan verankerten Strategie einer Bündelung des Kfz-Verkehrs im Hauptstraßennetz. Neben einer Reduzierung der Lärmbetroffenheiten ergeben sich durch diese parallel positive Effekte für die Förderung des Umweltverbundes (Fuß, Rad, ÖPNV).

Maßnahmenempfehlung „Modalfilter Friedrich-Loeffler-Straße/Domstraße“

Die Maßnahme ist laut Konzept als Verkehrsversuch umzusetzen. Hintergrund ist, dass Eingriffe dieser Art hinsichtlich der Auswirkungen auf das umliegende Verkehrsnetz nicht belastbar zu prognostizieren sind, wie vergleichbare Projekte in anderen Städten aufgezeigt haben. Prognosen hinsichtlich der Verkehrsverteilung und sonstige Verkehrsverlagerungen sind nicht realistisch darstellbar. Der Versuch ist gemäß der Empfehlung des Konzeptes mit einem Monitoring zu begleiten und nach einer empfohlenen Laufzeit von mindestens 6, bestenfalls 12 Monaten (so dass alle saisonalen Bedingungen berücksichtigt werden können) zu evaluieren. Erst daraufhin sind objektive Aussagen möglich, inwiefern Auswirkungen auf das umliegende Netze eintreten oder ob sich die Verkehrsströme durch veränderte Routinen der Verkehrsteilnehmer beziehungsweise großräumiger Anpassungen der Fahrtrouten mit dem Kfz - nach einer anfänglichen größeren Belastung des Nebennetzes - normalisieren.

Vorteil dieser Empfehlung: Der Verkehrsversuch ist eine temporäre Einrichtung. Gelingt der Verkehrsversuch nicht, findet keine dauerhafte Umsetzung statt. Es wären keine investiven Maßnahmen notwendig, die bei Nichtgelingen der Umsetzung der Maßnahme teuer zurückgebaut werden müssten.

Auswirkungen auf den städtischen Haushalt durch Umsetzung der Maßnahme: Keine. Die Maßnahme wird gefördert (Pilotmaßnahme im Rahmen des Projektes „SUMP for BSR – enhancing effective Sustainable Urban Mobility Planning for supporting active mobility in BSR cities“). Finanziert werden neben öffentlichen Veranstaltungen, wie Informationsveranstaltung und Workshop für Bürgerinnen und Bürger, die fachliche Begleitung des Verkehrsversuchs Innenstadt mit Monitoring, Datenerhebung, Evaluierung (in Höhe von 44. 969,71€).

Ein Abbruch der Maßnahme kann nicht das ursprüngliche Problem des hohen Durchgangsverkehrs mit den damit einhergehenden Beeinträchtigungen (wie erhöhter Verkehrslärm, Einschränkung anderer Verkehrsarten) lösen. Die Maßnahme zu stoppen und das Förderprojekt zu gefährden wäre grob fahrlässig, insbesondere vor dem Hintergrund der finanziell schwachen Situation, in der sich die Stadt befindet.

An das EU-Förderprogramm gekoppelt ist neben der Maßnahme „Modalfilter Friedrich-Loeffler-Straße/Domstraße“ auch die Optimierung des Knotenpunktes Bahnhofstraße/Goethestraße /Fleischerstraße/Gützkower Straße. Hier wird eine Erhöhung der Verkehrssicherheit für den Fußverkehr (Schulwegsicherung) angestrebt durch Optimierung der Verkehrsführung des Radverkehrs unter Berücksichtigung der Leistungsfähigkeit des Knotens für alle Verkehrsarten. Hierfür wird u.a. die technische Ausrüstung (Lichtzeichensignalanlage) durch das EU-Projekt gefördert.

Wird gemäß Beschluss die erste Maßnahme abgebrochen, ist auch die Umsetzung der zweiten Maßnahme nicht mehr möglich und der städtische Haushalt wird entsprechend belastet.



Universitäts- und Hansestadt Greifswald
**SUMPs for BSR – enhancing effective Sustainable Urban
Mobility Planning for supporting active mobility in BSR
cities /**

*Verbesserung einer effektiven nachhaltigen städtischen Mobilitätsplanung zur
Unterstützung der aktiven Mobilität in Städten im Ostseeraum*



Greifswald



Überblick

- I. Einführung
- II. Partner
- III. Zeitleiste
- IV. Investitionen I und II
- V. Partnerbudgets

Interreg
Baltic Sea Region



Co-funded by
the European Union



SMART GREEN MOBILITY

SUMPs for BSR

Weitere Informationen:

<https://www.greifswald.de/de/wirtschaft-bauen-verkehr/bauen/eu-finanzhilfen/sumps-for-bsr/>

Einführung

Dauer der Umsetzungsphase

- bis zu 36 Monate

Programmpriorität

1. Innovative societies

- 1.1 Widerstandsfähige Volkswirtschaften und Gemeinschaften
- 1.2 Reaktionsfähige öffentliche Dienste

2. Water-smart societies

- 2.1 Nachhaltige Gewässer
- 2.2 Blaue Wirtschaft

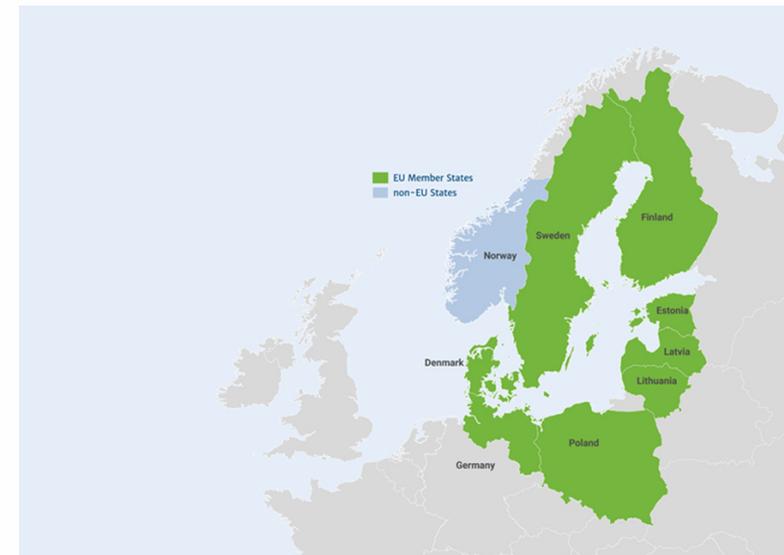
3. Climate-neutral societies

- 3.1 Kreislaufwirtschaft
- 3.2 Energiewende
- 3.3 Intelligente grüne Mobilität

4. Cooperation governance

- 4.1 Projektplattformen
- 4.2 Makroregionale Governance

Programmbereich





Partner

Leadpartner:

- Union of the Baltic Cities Sustainable Cities Commission (UBC SCC)/
Turku, Finland

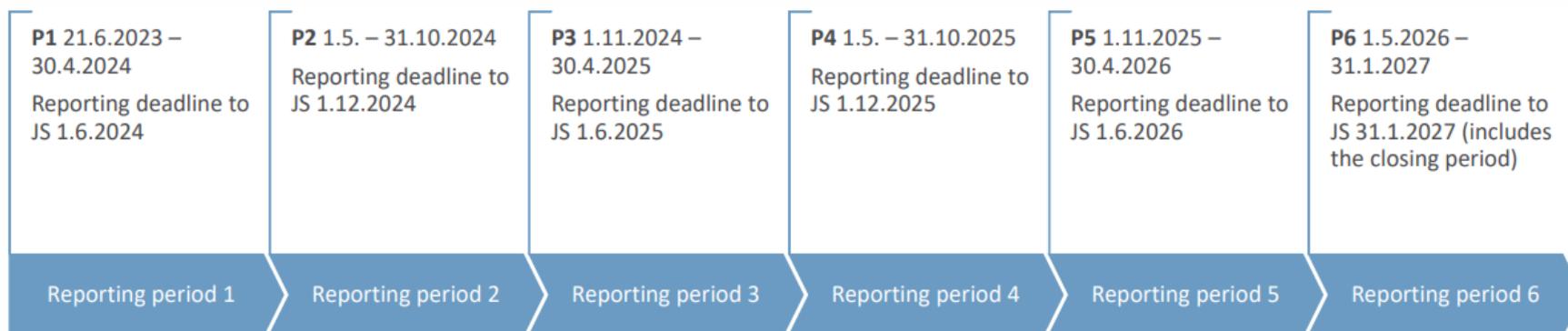
Projektpartner:

- Turku, Finnland
- Panevezys,
Litauen
- Gdynia, Polen
- Gävle, Schweden
- Greifswald (Partner Nr. 6, PP6)
(IBS), - Cēsis Municipality, Lettland
- Universität Gdańsk, Polen
- Institute of Baltic Studies
Estland

Projektzeitleiste SUMP

- **Antragszeitraum 21.06.2023 – 31.10.2023**
- **Umsetzungszeitraum 01.11.2023 – 31.10.2026**

Offizielle Berichtszeiträume



Budget des Leadpartners und der

			P1	P2	P3	P4	P5	P6	Total	ERDF
1	LP	City of Turku	124,194.40 €	129,194.40 €	157,194.40 €	162,694.40 €	124,694.40 €	113,694.40 €	811,666.40 €	649,333.12 €
2	PP	University of Gdańsk	45,979.07 €	32,479.07 €	32,679.07 €	33,179.07 €	33,179.07 €	32,479.07 €	209,974.39 €	167,979.51 €
3	PP	Institute of Baltic Studies NGO	60,159.60 €	58,359.60 €	58,859.60 €	58,359.60 €	72,859.60 €	58,859.60 €	367,457.60 €	293,966.08 €
4	PP	Cesis Municipality	26,832.00 €	70,932.00 €	89,332.00 €	45,932.00 €	40,332.00 €	29,632.00 €	302,992.00 €	242,393.60 €
5	PP	City of Gdynia	44,552.71 €	63,052.71 €	47,552.71 €	39,552.71 €	37,552.71 €	56,052.71 €	288,316.27 €	230,653.01 €
6	PP	University and Hanseatic City of Greifswald	56,797.60 €	124,597.60 €	91,297.60 €	54,797.60 €	61,097.60 €	58,797.60 €	447,385.60 €	357,908.48 €
7	PP	Gävle municipality	58,054.80 €	105,054.80 €	68,054.80 €	60,054.80 €	86,110.22 €	59,054.80 €	436,384.23 €	349,107.38 €
8	PP	Panevezys city Municipality administration	24,661.30 €	38,516.80 €	49,876.80 €	41,226.80 €	21,976.80 €	31,776.80 €	208,035.30 €	166,428.24 €



Partnership agreement for the project #C055 SUMP for BSR of Interreg Baltic Sea Region

Having regard to

- REGULATION (EU) 2021/1059 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 24 June 2021, Article 26(1),
- The Interreg Programme “Interreg Baltic Sea Region” (CCI 2021TC16FFTN003), hereinafter referred to as **Programme**,
- The Interreg Baltic Sea Region Programme Manual, hereinafter referred to as **Programme Manual**,
- The written acceptances according to Article 22(1), subparagraph 4, of REGULATION (EU) 2021/1059 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 24 June 2021 addressed by countries outside the Programme area to the IB.SH,
- The subsidy contract for the project #C055 SUMP for BSR of Interreg Baltic Sea Region (hereinafter referred to as **subsidy contract**), in particular Article 6(3) thereof,
- The approved project data (hereinafter referred to as **project data**) available in the electronic data exchange system of the Programme (hereinafter referred to as **BAMOS+**). These project data derive from the original application and its attachments (e.g. contact and bank information) selected by the Monitoring Committee and comprise subsequent changes to the original project setup as referred to in Article 5 of the subsidy contract.

the following partnership agreement (hereinafter referred to as **agreement**) is concluded between

City of Turku, Turun kaupunki

with its official address at Vanha Suurtori 7, 20500 Turku, Finland

and represented by Björn Grönholm

hereinafter referred to as **lead partner**. The lead partner is listed in the project data as **project partner no° 1**.

and

University of Gdańsk, Uniwersytet Gdański

with its official address at Jana Bażyńskiego 8, 80-309 Gdańsk, Poland

represented by Dr hab. Sylwia Mrozowska

and listed in the project data as **project partner no° 2**

and



Institute of Baltic Studies NGO, Balti Uuringute Instituut MTÜ
with its official address at Lai 30, 51005 Tartu, Estonia
represented by Merit Tatar
and listed in the project data as **project partner no° 3**

and

Cesis Municipality, Cēsu novada pašvaldība
with its official address at Raunas iela 4, 4101 Cesis, Latvia
represented by Janis Rozenbergs
and listed in the project data as **project partner no° 4**

and

City of Gdynia, Gmina Miasta Gdyni
with its official address at al. Marszałka Piłsudskiego 52/54, 81-382 Gdynia, Poland
represented by Marek Łucyk
and listed in the project data as **project partner no° 5**

and

University and Hanseatic City of Greifswald, Universitäts- und Hansestadt Greifswald
with its official address at Markt, 17489 Greifswald, Germany
represented by Dr. Stefan Fassbinder
and listed in the project data as **project partner no° 6**

and

Gävle municipality, Gävle kommun
with its official address at Kyrkogatan 11, 803 11 Gävle, Sweden
represented by Eva Jackson
and listed in the project data as **project partner no° 7**

and

Panevezys city Municipality administration, Panevėžio miesto savivaldybės administracija
with its official address at Laisvės sqr. 20, LT-35200 Panevėžys, Lithuania
represented by Director Tomas Jukna
and listed in the project data as **project partner no° 8**



- each hereinafter referred to as **project partner**, all project partners named above hereinafter referred to as **project partners**,

for the project #C055 SUMP for BSR selected by the Monitoring Committee of Interreg Baltic Sea Region on 20.06.2023 (hereinafter referred to as **project**).

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Article 1

Subject of the agreement

1. Subject of this agreement is organising the partnership and stipulating provisions to ensure proper implementation of the project.
2. The subsidy contract between the IB.SH (acting as Managing Authority and Joint Secretariat of Interreg Baltic Sea Region) and the lead partner dated 14.11.2023, as well as the body of rules and regulations it is based on and refers to, is considered to be an integral part of this agreement. The subsidy contract shall be attached to this agreement as **Annex I**.

Article 2

Duration of the agreement

1. This agreement shall take effect retrospectively from the date the subsidy contract entered into force (cf. Article 17(1) of the subsidy contract), i.e. from 14.11.2023. In case project activities are carried out in an eligible project phase but before the entry into force of the subsidy contract and this agreement, the provisions of this agreement shall already apply to that phase.
2. This agreement will remain in force as long as the lead partner or the project partners have to fulfil obligations arising from this agreement, the subsidy contract and/or the provisions it is based on (cf. Article 1 of the subsidy contract).

Article 3

Project objectives, project partnership

1. The lead partner and the project partners commit themselves to do everything in their power to implement the project jointly according to the project data and to support one another with the aim to reach the project's objectives.
2. The project partners entitle the lead partner to represent the project partners in the project. They commit themselves to undertake all steps necessary to support the lead partner in fulfilling its obligations specified in the subsidy contract and this agreement.

Article 4

Obligations of the lead partner

1. The lead partner shall be responsible for the overall coordination, management and implementation of the project. It shall fulfil all obligations arising to the lead partner from Article 26(1) and (2) of REGULATION (EU) 2021/1059 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 24 June 2021, the subsidy contract including the body of rules and regulations it bases on and refers to, as well as the Programme Manual. That means in particular:
 - a) following the Programme's reporting procedures, requesting and receiving payments from IB.SH, in accordance with Article 4 of the subsidy contract,



- b) complying with the obligations defined in Articles 5 and 6 of the subsidy contract,
 - c) warranting that any person acting as a user with read, write and submit rights on project level is employed by the lead partner and at all times duly authorised to represent the lead partner and to act on its behalf in BAMOS+, in accordance with Article 7 of the subsidy contract,
 - d) maintaining the project's subpage hosted at the Programme portal, contributing to the communication activities of the Programme and complying with the visibility requirements, in accordance with Article 8 of the subsidy contract,
 - e) complying with the rules on ownership and use of deliverables and outputs, as specified in Article 9 of the subsidy contract,
 - f) assisting any audit or evaluation and retaining all files, documents and data related to the project, in accordance with Article 10 of the subsidy contract,
 - g) ensuring that any recovery is made in accordance with Article 11 of the subsidy contract,
 - h) complying with the rules on assignment, liability, data protection, dispute settlement and communication as determined in Articles 13 to 17 of the subsidy contract.
2. In addition to the responsibilities of the lead partner stipulated in this article, specific obligations of the project partners (cf. Article 5 of this agreement) also apply to the lead partner.

Article 5

Obligations of the project partners

1. Each project partner undertakes to comply with the body of rules and regulations referred to in Article 1 of the subsidy contract as well as relevant national regulations and all other rules applicable to the project partner. That means in particular:
- a) complying with the rules on eligibility of expenditure as stipulated in Article 3 of the subsidy contract and laid down in the Programme Manual,
 - b) completing all activities, deliverables and outputs as set out in the detailed work plan (cf. Article 7 of this agreement),
 - c) respecting the rules on ownership, title, industrial and intellectual property rights, as well as the use of deliverables and outputs laid down in Article 8 of this agreement,
 - d) guaranteeing sound financial management of its budget as indicated in the project data,
 - e) in accordance with Article 11 of this agreement, following the reporting procedures defined in the Programme Manual and submitting partner progress reports in time and via BAMOS+,
 - f) complying with the Programme's communication and visibility rules as outlined in Article 12 of this agreement,
 - g) assuming responsibility in the event of any irregularity in the expenditure it has declared,
 - h) repaying the lead partner any amounts unduly paid and complying with any request for recovery by the IB.SH and/or the lead partner based on Article 11 of the subsidy contract and Article 16 of this agreement,





- i) keeping available all its documents related to the project in line with the requirements of the Programme Manual. This obligation shall persist even if the project partner is excluded from the project or the project partner has withdrawn from the project (cf. Article 14(1), 17(1) of this agreement).
2. By signing this agreement, each project partner declares that it:
- a) is familiar with and adheres to the content of the subsidy contract and the provisions it bases on and refers to; this includes the rules defined in Articles 2(5), 11 and 12 of the subsidy contract, which entitle the IB.SH to reduce the amounts of Programme co-financing awarded to the project, to terminate the subsidy contract, to withhold payments, to recover Programme co-financing unduly paid and/or to suspend payments,
 - b) is familiar with and adheres to the project data,
 - c) undertakes to inform the lead partner immediately about all circumstances that delay, hinder or make impossible the realisation of the project as well as all circumstances that mean a change of the disbursement conditions or which would entitle the IB.SH to suspend payments, to reduce the amounts of Programme co-financing awarded, to recover co-financing unduly paid (cf. Article 11 of the subsidy contract) or to terminate the subsidy contract in full or in part (cf. Article 12 of the subsidy contract).

Article 6

Co-operation with third parties

1. If a party to this agreement cooperates with third parties, including external service providers, it shall remain solely responsible concerning compliance with its obligations as set out in this agreement. Any project partner shall inform the lead partner about the subject and party of any contract concluded with such a third party.
2. No party to this agreement is entitled to assign its rights and obligations under this agreement without the prior consent of the other parties to this agreement and the approval of the IB.SH (cf. Article 13 of the subsidy contract).
3. Co-operation with third parties shall follow the public procurement procedures and State aid rules determined in the Programme Manual and national and EU legislation.

Article 7

Detailed work plan, objectives, results, outputs and deliverables

1. Based on the work plan included in the project data, the lead partner and the project partners have developed a detailed work plan, including the operational structure and responsibility for the different work packages and their administration. The detailed work plan shows how the planned activities lead to the deliverables and outputs as listed in the project data. The detailed work plan is attached to this agreement as **Annex II**.
2. Each project activity is assigned to the lead partner or one of the project partners by the attached detailed work plan. The lead partner and the project partners adhere to this plan.



3. The lead partner and all project partners are aware that the IB.SH will check whether the lead partner and project partners reached the objectives, results and outputs planned in the project data. In case the planned objectives, results and outputs are not reached, the IB.SH is entitled to terminate the subsidy contract in accordance with Article 12(1)(e) of the subsidy contract and/or to recover Programme co-financing in accordance with Article 11 of the subsidy contract.
4. The lead partner and the project partners shall agree on any amendment of the detailed work plan. The project partners shall inform the lead partner immediately if any need for an amendment occurs. The partnership will observe the rules on project changes as determined in the Programme Manual and Article 5 of the subsidy contract.
5. Each project partner shall inform the lead partner immediately about any factors that could lead to any deviation in the detailed work plan, especially those that could cause temporary or final discontinuation of the project.

Article 8 Ownership, use of deliverables and outputs

1. Ownership, title and industrial and intellectual property rights in the deliverables and outputs of the project, as well as the reports and other documents relating to it shall, depending on the applicable national law, belong to the lead partner and/or project partners. Details on ownership, title and industrial and intellectual property rights in each deliverable and output produced by the project are laid down in **Annex III** to this agreement.
2. The ownership of investments in infrastructure or productive investments realised within the project must remain with the lead partner and/or project partners according to the timeframe as well as under the conditions set in the Programme Manual. The project partners shall inform the lead partner immediately when any of the conditions set by the Programme Manual are not met at a certain point in time.
3. In the spirit of cooperation and exchange, the lead partner and project partners shall ensure that all deliverables and outputs produced by the project are in the public interest and publicly available. They should be fully accessible and available to the general public in a usable format. The IB.SH and any other relevant programme, EU and national body can use them for information and communication purposes in the framework of the Programme.
4. Each project partner shall ensure that it has all rights to use any pre-existing intellectual property rights, if necessary for the implementation of the project.
5. If any sensitive or confidential information or any pre-existing intellectual property right related to the project must be respected, the respective project partner shall inform the lead partner in advance. The lead partner shall then agree with the IB.SH how to handle the situation.





Article 9

Detailed project budget, lead partners and project partners contributions

1. The project partners accept the detailed project budget determined in the project data, as well as the amount and composition of the earmarked Programme co-financing (non-repayable grant) awarded to the lead partner in the subsidy contract (cf. Article 2(1) to (3) thereof). Each project partner commits itself to provide its own contribution to the total project budget.
2. The detailed project budget in the project data provides detailed financial data for the lead partner and each project partner per cost category.
3. The IB.SH will calculate the co-financing from the Programme funds based on reported eligible expenditure only (cf. Article 2(4) in conjunction with Article 3 of the subsidy contract). The lead partner will pay the Programme co-financing to the project partners on the same basis.
4. The lead partner shall disburse the Programme co-financing subject to the condition that the IB.SH makes the funds available. If the IB.SH does not make the funds available, any claim by a project partner against the lead partner for whatever reason is excluded.
5. The project partners shall inform the lead partner immediately when they need a change of the project budget. The project partners shall authorise any change of the project budget as laid down in the project data before the lead partner submits the change request to the IB.SH. The partnership will observe the rules on project changes as determined in the Programme Manual and Article 5 of the subsidy contract.

Article 10

Detailed spending plan

1. Based on the spending plan for project expenditure included in the project data and corresponding to the detailed work plan (cf. Article 7 of this agreement), the lead partner and the project partners have agreed on a detailed spending plan attached to this agreement as **Annex IV**.
2. All project partners declare that they will request payments according to the timeframe established in Article 11 of this agreement and at least to the extent defined in the spending plan (Annex IV). Payments not requested in time and in full as indicated in the spending plan may be lost. Moreover, the maximum amount of ERDF co-financing approved (cf. Article 2(1) of the subsidy contract) might be reduced if the actual payment requests are less than the expected payment requests. The Programme Manual provides further details on financial planning and de-commitment.

Article 11

Request for payments, reporting

1. The project partners are aware that expenditures incurred by implementing project activities are reimbursed retrospectively. Therefore, each project partner shall apply relevant measures to maintain a sufficient level of financial liquidity to cover the project-related expenditures.



2. The project partners are entitled to request payments by following the reporting procedures defined in the Programme Manual.
3. The lead partner and project partners shall report via BAMOS+. Each project partner shall respect the terms and conditions for the use of BAMOS+. In particular, each project partner shall warrant that any person acting on its behalf as a user with read, write and submit rights is employed by the project partner and at all times duly authorised to represent the project partner in relation to all project partner responsibilities in BAMOS+ and to submit data and documents via BAMOS+ on behalf of the project partner organisation.
4. The following submission dates apply for each project partner to enable the lead partner to meet the deadlines for submission of progress reports according to Article 4(2) of the subsidy contract:

Partner report	Reporting period		Deadline for submission
	Start date	End date	
Period 1	21/06/2023	30/04/2024	01/06/2024
Period 2	01/05/2024	31/10/2024	01/12/2024
Period 3	01/11/2024	30/04/2025	01/06/2025
Period 4	01/05/2025	31/10/2025	01/12/2025
Period 5	01/11/2025	30/04/2026	01/06/2026
Period 6	01/05/2026	31/01/2027	01/02/2027

If project partners make a joint decision about the submission dates for the category C costs, that will be followed.

5. If a project partner ascertains it will be behind schedule with its contribution to the progress report as defined in Article 4(2) of the subsidy contract, it shall immediately inform the lead partner. The project partner must not submit such information later than the actual deadline for submission of the given partner report. The project partner concerned and the lead partner, supported by the other parties to this agreement, shall collectively sort out the problem causative for the default. If necessary, the lead partner shall submit a request for postponement of the submission deadline of the progress report to the IB.SH.
6. If a project partner does not comply with the requirement to inform the lead partner, does not sort out any problem causative for the default, is responsible for not meeting a deadline, or the IB.SH does not approve a postponement of the submission deadline, the lead partner shall be entitled to exclude the partner report from the progress report the lead partner is obliged to submit to the IB.SH according to the subsidy contract.
7. Each project partner must provide additional information if the lead partner or the IB.SH deem that necessary. If the IB.SH asked for further information the lead partner shall collect and send it within the time frame demanded by the IB.SH.
8. Similar to the right of the IB.SH as laid down in Article 4(3) of the subsidy contract, the lead partner reserves the right not to accept – in part or in full – reported expenditure if – due to the results of the lead partner’s checks and/or controls or audits performed by another authority– the validation or the facts stated therein prove to be incorrect or if the underlying activities or expenditure are not in line with the body of rules and regulations as set out in Article 1 of the subsidy contract.



9. The lead partner shall redistribute the co-financing paid to its account between the relevant project partners. The lead partner shall not make any deduction or retention or levy further specific charges that would reduce the amount claimed by a project partner in accordance with these rules. Project partners whose currency is other than Euro shall bear any exchange rate risk.

Article 12

Communication and visibility

1. Each project partner shall ensure compliance with the communication and visibility obligations specified in the Programme Manual.
2. Upon request of the lead partner, each project partner shall support the lead partner in maintaining the project subpage hosted at the Programme portal in accordance with the rules laid down in the Programme Manual.
3. Upon request of the lead partner, each project partner shall contribute to the communication activities of the Programme as outlined in the Programme Manual. If requested by the lead partner, the project partners shall assist the lead partner in preparing and publishing a set of pre-defined communication products on the project subpage as listed and defined in the Programme Manual.
4. By signing this agreement, each project partner confirms that the IB.SH is authorised to publish information about the project as defined in Article 8(4) of the subsidy contract.
5. Each project partner authorises the lead partner to use communication and visibility material produced by the project or project partners to showcase how the Programme co-financing is used. Furthermore, each project partner authorises the lead partner to forward this material to the IB.SH, other programme authorities, programme promoters at the national level, as well as Union institutions, bodies, offices or agencies. For this purpose, each project partner ensures 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 aforementioned Programme and Union bodies in accordance with the Programme Manual.
6. In accordance with Article 8(6) of the subsidy contract, each project partner takes full responsibility for the content of any audio, visual or audiovisual notice, publication, deliverable, output or communication and visibility material provided to the lead partner which has been developed by the project partner or third parties on behalf of the project partner. The project partner is liable in case a third party claims compensation for damages (e.g. due to an infringement of intellectual property rights or personal data protection rights). The project partner will indemnify the lead partner in case the lead partner suffers any damage because of the content of the said material.

Article 13

Liability

1. Within the partnership, each party to this agreement shall hold harmless the other parties and indemnify them from liabilities, damages and costs resulting from the non-compliance of its duties and obligations as outlined in this agreement and its annexes.



2. The lead partner and each project partner are solely liable for the statements/commitments made in its partner declaration attached to the latest project data.
3. No party to this agreement shall be held liable for not complying with obligations ensuing from this agreement and its annexes in case of force majeure. In such a case, the party concerned must announce this immediately in writing to the other parties to this agreement.

Article 14

Non-fulfilment of obligations

1. If a project partner repeatedly does not fulfil its obligations stipulated in the subsidy contract or this agreement (incl. its annexes), the lead partner may exclude the project partner from the project. The lead partner shall follow the rules of the Programme Manual. The lead partner shall inform the IB.SH of such decision without delay. The exclusion has to be approved by the Programme body stipulated in the Programme Manual. In case the exclusion is approved, the project partner is obliged to refund to the lead partner any Programme co-financing received by the day of exclusion for which it cannot prove that it was used for the implementation of the project according to the rules of eligibility of expenditure.
2. In case of non-fulfilment of obligations of a project partner having financial consequences for the entire project co-financing, the lead partner may demand compensation to cover the sum involved.

Article 15

Audit rights, availability of documents, evaluation

1. The responsible auditing bodies of the EU and, within their responsibility, the auditing bodies of the participating countries or other national public auditing bodies or an external auditor designated by the IB.SH, as well as the Audit Authority of the Programme, the Group of Auditors of the Programme and the IB.SH are entitled to audit the project and the proper use of the awarded Programme co-financing by the lead partner and the project partners or to arrange for such an audit to be carried out by authorised persons.
2. Each project partner shall provide all documents and information required for the audit and give access to its business premises, as well as project-related locations.
3. Each project partner is obliged to keep for audit purposes all supporting documents related to the project in accordance with the requirements of the Programme Manual.
4. Each project partner shall assist authorised evaluators and provide them with documents or information necessary for Programme or project evaluations.

Article 16

Recovery of amounts unduly paid

1. In case the IB.SH recovers Programme co-financing unduly paid from the lead partner in accordance with Article 11 of the subsidy contract, the lead partner shall recover the unduly paid Programme co-financing from the respective project partner in line with the procedure for irregularities of the Programme Manual.





2. The project partner involved shall repay the lead partner any amounts unduly paid in accordance with the procedure for irregularities of the Programme Manual.
3. If the IB.SH suspends payments, the lead partner will do so accordingly, and the project partners shall have no claims to payment of the remaining amount. If the IB.SH deducts a recovery amount from an open payment request, the lead partner is also entitled to deduct the recovery amount from payment claims of the project partners. In addition, if the IB.SH deducts unduly paid co-financing that the lead partner or a project partner had to return in another project funded by Interreg Baltic Sea Region, the lead partner has the right to deduct the corresponding Programme co-financing to the project partner in question from any open payment request in the present project.

Article 17

Withdrawal from the partnership

1. The lead partner and each project partner agree not to withdraw from the project unless there are unavoidable reasons for it. If this were nonetheless to happen, the lead partner and the remaining project partners shall endeavour to cover the contribution of the withdrawing project partner either by directly assuming its tasks or by asking one or more new third organisations to join the partnership.
2. The parties to this agreement are aware that the IB.SH is entitled to terminate the subsidy contract if the number of project partners falls below the minimum number of partners that is set in the Programme Manual (cf. Article 12(1)(b) of the subsidy contract).
3. In case of change in the partnership, the parties to this agreement will adhere to the provisions on project changes as determined in the Programme Manual.

Article 18

Applicable law and dispute settlement

1. Without prejudice to both the applicable European law and Article 16(1) of the subsidy contract, this agreement shall be governed by and construed in accordance with Finnish law, being the law of the country of the lead partner.
2. The lead partner and the project partners sign this agreement with the intention to cooperate amicably. Should a dispute arise between the lead partner and the project partners or between the project partners in connection with this agreement, the parties concerned will endeavour to work towards a mutually acceptable settlement.
3. If the amicable settlement method was ineffective and the disagreement persists in spite of all efforts being made in this respect, the dispute shall be finally decided by the courts. The place of jurisdiction is Turku, Finland at the seat of the lead partner.
4. The provisions of this Article shall not affect the recovery of amounts unduly paid laid as down in Article 16 of this agreement. Thus, neither a procedure for amicable settlement according to paragraph 2 nor a court procedure according to paragraph 3 shall have a suspensive effect on any recovery of amounts unduly paid.





Article 19 Data protection

1. In accordance with Article 4 of REGULATION (EU) 2021/1060 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 24 June 2021, the lead partner, the IB.SH, other programme bodies (e.g. the Audit Authority, the Monitoring Committee), controllers, responsible national authorities (e.g. auditors, Approbation Authorities), evaluators and the European Commission are allowed to process personal data only where necessary for the purpose of carrying out their respective obligations under the body of rules and regulations referred to in Article 1 of the subsidy contract, in particular for monitoring, reporting, communication, publication, evaluation, financial management, verifications and audits. The personal data shall be processed in accordance with REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 (General Data Protection Regulation).

Article 20 Concluding provisions

1. This agreement is concluded in English. In case of translation of this document and its annexes into another language, the English version shall be binding.
2. The working language of the project shall be English.
Accordingly, any written communication between the lead partner and the project partners related to this agreement and the implementation of the project shall be in English and state the number and short name of the project.
3. Should any provision in this agreement become wholly or partly ineffective, the remaining provisions remain binding for the parties. 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.
4. Amendments and supplements to this agreement and/or to its annexes must be set out in an addendum.





For the lead partner: City of Turku, Turun kaupunki

Specific commitments:

- UBC Sustainable Cities Commission (UBC SCC) c/o City of Turku leads the project's management and communication activities as the lead partner.
- UBC SCC steers the activities implemented by the respective leaders of the GoAs within WP1 and WP2.
- UBC SCC leads the transfer and uptake activities in WP3.
- UBC SCC enables the outreach to cities and municipalities within the consortium and beyond within the local authorities of the UBC network.
- UBC SCC organises the project kick-off conference, PSG meetings and co-organising project workshops.
- City of Turku's Urban Mobility Solutions unit will actively contribute to the joint activities in WP 1 and WP2 and planning and implementing locally the data collection pilot as well as a small-scale mobility experiment to test the developed solution. They will also contribute to transfer and uptake by cooperating with other Finnish municipalities and national actors in WP 3.

Programme co-financing (ERDF)	649,333.12 €
Own contribution	162,333.28 €
Total budget	811,666.40 €

Björn Grönholm	
<i>Name</i>	<i>Name</i>
Director, Strategic projects	
<i>Title</i>	<i>Title</i>
	
<i>Signature and stamp</i>	<i>Signature and stamp</i>
Turku	
<i>Place, date</i>	<i>Place, date</i>





For the project partner no° 2: University of Gdańsk, Uniwersytet Gdański

Specific commitments:

- Lead WP 1 and is mainly responsible for the development and validation of the joint monitoring and evaluation framework for sustainable urban mobility planning (GoA 1.1. and 2.1.).
- Lead GoA 3.3 by further developing and adapting the Baltic Sea Region SUMP Competence Centre together with all project partners.
- Actively contribute and support the other GoAs in the project and steer the project together with UBC SCC c/o City of Turku and Institute of Baltic Studies.

Programme co-financing (ERDF)	167,979.51 €
Own contribution	41,994.88 €
Total budget	209,974.39 €

Dr hab. Sylwia Mrozowska

Name

Name

Associate professor, Vice-Rector for Cooperation and Development

Title
Vice-Rector for Cooperation and Development

Title

Signature and stamp (if available)

Signature and stamp (if available)

Gdańsk, 10.04.24

Place, date

Place, date





For the project partner no° 3: Institute of Baltic Studies NGO, Balti Uuringute Instituut MTÜ

Specific commitments:

- Lead WP2 as well as the tasks in: GoA 1.2 Development of pilots for evaluation and data collection for active mobility measures, GoA 1.4 Preparing for the implementation local small-scale measures for active modes, GoA 2.2 Implementation of new data collection methods for active modes, GoA 2.3. Implementation of local small-scale measures for active mobility and GoA 3.1. Strengthening the uptake of SUMP in the BSR countries.
- Actively contribute and support the other GoAs in the project and steer the project together with UBC SCC c/o City of Turku and University of Gdańsk.

Programme co-financing (ERDF)	293,966.08 €
Own contribution	73,491.52 €
Total budget	367,457.60 €

Merit Tatar

Name

Name

Member of Board

Title

Title

Signature and stamp (if available)

Signature and stamp (if available)

Tartu, 19.12.2023

Place, date

Place, date





For the project partner no° 4: Cesis Municipality, Cēsu novada pašvaldība

Specific commitments:

- Actively involved in all work packages.
- In WP1 local research activities will be launched to prepare for WP 2 implementation (improving cycling activities in the town through piloting and campaign).
- During WP3, Cesis will disseminate knowledge gained within the project to other municipalities in the region and country.
- Actively support and contribute to the joint development of the solution and exchange with the other city partners in the consortium.

Programme co-financing (ERDF)	242,393.60 €
Own contribution	60,598.40 €
Total budget	302,992.00 €

Janis Rozenbergs

Name

Name

Mayor of Cēsis County Council

Title

Title

Signature and stamp (if available)

Signature and stamp (if available)

Place, date

Place, date

Janis Rozenbergs, 28.12.2023





For the project partner no° 5: City of Gdynia, Gmina Miasta Gdyni

Specific commitments:

- Actively involved in all work packages
- In WP1 Gdynia will prepare for their local application of the outputs
- In WP 2 Gdynia will implement the planned measures (testing ICT solutions to elaborate and show the possible transformation of space to support active modes).
- In WP3 Gdynia will contribute to the transfer and uptake and disseminate knowledge gained within the project to other municipalities in the region and country.
- In WP3 Gdynia will organise the final conference of the project in collaboration with the lead partner
- Actively support and contribute to the joint development of the solution and exchange with the other city partners in the consortium.

Programme co-financing (ERDF)	230,653.01 €
Own contribution	57,663.26 €
Total budget	288,316.27 €

Marek Łucyk

Name

Name

Deputy Mayor of the City of Gdynia

Title **WICEPREZYDENT
MIASTA GDYNI**

Title


Signature and stamp (if available)

Signature and stamp (if available)

Place, date

Place, date





For the project partner no° 6: University and Hanseatic City of Greifswald, Universitäts- und Hansestadt Greifswald

Specific commitments:

- Actively involved in all work packages.
- In WP1 Greifswald will prepare for their local application of the outputs.
- In WP 2 they will implement the planned measures (traffic experiment to decrease transit traffic and to improve the use of active modes).
- In WP3 Greifswald will contribute to the transfer and uptake and disseminate knowledge gained within the project to other municipalities in the region and country.
- Actively support and contribute to the joint development of the solution and exchange with the other city partners in the consortium.

Programme co-financing (ERDF)	357,908.48 €
Own contribution	89,477.12 €
Total budget	447,385.60 €

 Dr. Stefan Fassbinder <hr/> Name Lord Mayor <hr/> Title Der Oberbürgermeister Postfach 31 53 17461 Greifswald <hr/> Signature and stamp (if available) Greifswald, 12. MRZ. 2024 <hr/> Place, date	 Jeannette von Busse <hr/> Name First Deputy Mayor <hr/> Title Greifswald <hr/> Signature and stamp (if available) Greifswald, 12. März 2024 <hr/> Place, date
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For the project partner no° 7: Gävle municipality, Gävle kommun

Specific commitments:

- Actively involved in all work packages.
- In WP1 Gävle will prepare for their local application of the outputs.
- In WP 2 Gävle will implement the planned measures (cycling campaign combined with an app with the aim to enable people to use active modes).
- In WP3 Gävle will contribute to the transfer and uptake and disseminate knowledge gained within the project to other municipalities in the region and country.
- Actively support and contribute to the joint development of the solution and exchange with the other city partners in the consortium.

Programme co-financing (ERDF)	349,107.38 €
Own contribution	87,276.85 €
Total budget	436,384.23 €

Eva Jackson

Name

Name

Manager for the section of Livsmiljö
Gävle

Title

Title

Eva Jackson

Signature and stamp (if available)
Gävle 19/12 - 23

Signature and stamp (if available)

Place, date

Place, date





For the project partner no° 8: Panevezys city Municipality administration, Panevėžio miesto savivaldybės administracija

Specific commitments:

- Actively involved in all work packages.
- In WP1 Panevezys will prepare for their local application of the outputs.
- In WP 2 Panevezys will implement the planned measures (testing the uptake of innovative bicycle racks at schools, accompanied by a campaign to promote active modes).
- In WP3 Panevezys will contribute to the transfer and uptake and disseminate knowledge gained within the project to other municipalities in the region and country.
- Actively support and contribute to the joint development of the solution and exchange with the other city partners in the consortium.

Programme co-financing (ERDF)	166,428.24 €
Own contribution	41,607.06 €
Total budget	208,035.30 €

Tomas Jukna _____

Name _____

Director _____

Title _____

Signature and stamp (if available) _____

Name _____

Title _____

Signature and stamp (if available) _____

Panevezys, 09/01/2024 _____

Place, date _____

Place, date _____





Annexes

- I. Subsidy contract for the project #C055 SUMP for BSR of Interreg Baltic Sea Region
- II. Detailed work plan according to Article 7 in its latest version
- III. Ownership of deliverables and outputs according to Article 8 in its latest version
- IV. Detailed spending plan according to Article 10 in its latest version







Interreg Baltic Sea Region
Managing Authority/Joint Secretariat
IB.SH Investitionsbank Schleswig-Holstein
Grubenstrasse 20
18055 Rostock
Germany

Interreg Baltic Sea Region / Grubenstrasse 20 / 18055 Rostock / Germany

Turun kaupunki
Björn Grönholm
Vanha Suurtori 7
20500 Turku
Finland

Kamila Zalesiak
+49 163 600 5301 **Phone**
kamila.zalesiak@interreg-baltic.eu **E-Mail**
14/11/2023 **Date**

Ref.: #C055, SUMP for BSR - Subsidy contract

Dear Mr Björn Grönholm,

Thank you for returning two signed copies of the subsidy contract for the project #C055 SUMP for BSR. Both copies of the subsidy contract have been signed by the MA/JS and we have the pleasure to return to you one duly signed original.

We would like to support the good start of your project by recalling the most important issues:

- **Project duration:** Starting with 21/06/2023 all project-related expenditure is eligible for Programme co-financing. The implementation of activities and outputs has to be finalised at the latest on 31/10/2026. Payments can still be made until 31/01/2027. However, the period from 01/11/2026 until 31/01/2027 is reserved for compiling and certifying the final progress report only and no content implementation can take place during this period.
- **Partnership agreement:** Please note that you have to conclude a partnership agreement with all project partners. The MA/JS will only reimburse Programme co-financing to project partners that signed the partnership agreement. The latest date for the signature of the partnership agreement is the due date of the second progress report as set out in BAMOS+.
- **Progress report:** The MA/JS monitors the progress on project achievements and expenditure through progress reports. The reporting procedure and forms will be introduced at the Lead Partner Seminar.

Feel free to contact us at any time if you have any further questions.

Yours sincerely,

Kamila Zalesiak, Finance Officer
i. A. Kamila Zalesiak

on behalf of

Thomas Weber

Team Leader Finance Unit

Interreg Baltic Sea Region Managing Authority/Joint Secretariat

IB.SH - Investitionsbank Schleswig-Holstein



Subsidy contract for the project #C055 SUMP for BSR of Interreg Baltic Sea Region

concluded between

Investitionsbank Schleswig-Holstein, Zur Helling 5-6, 24143 Kiel, Germany,

- acting as **Managing Authority** and Joint Secretariat of Interreg Baltic Sea Region, hereinafter referred to as **IB.SH** -

and

Turun kaupunki, Vanha Suurtori 7, 20500 Turku, Finland

- hereinafter referred to as **lead partner**.

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Article 1 Contractual basis

The following legal provisions and documents constitute the contractual basis of this subsidy contract and the body of rules and regulations for the implementation of the above-named project:

- REGULATION (EU) 2021/1060 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 24 June 2021 laying down common provisions on the European Regional Development Fund, the European Social Fund Plus, the Cohesion Fund, the 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, hereinafter referred to as **Common Provisions Regulation**,
- 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**,
- 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, hereinafter referred to as **ERDF Regulation**,
- REGULATION (EU, Euratom) 2018/1046 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012, hereinafter referred to as **Financial Regulation**,
- Articles 107 and 108 of the Treaty on the Functioning of the European Union,
- COMMISSION REGULATION (EU) No 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid, hereinafter referred to as **de minimis Regulation**,
- COMMISSION REGULATION (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty, hereinafter referred to as **General Block Exemption Regulation**,
- REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, hereinafter referred to as **General Data Protection Regulation (GDPR)**,
- Implementing acts and delegated acts adopted in accordance with the aforementioned legislation,
- The Interreg Programme "Interreg Baltic Sea Region" (CCI 2021TC16FFTN003), hereinafter referred to as **Programme**,
- The decision of the European Commission according to Article 18(4) of the Interreg Regulation approving the Programme (Decision C(2022) 3769 of 2 June 2022),
- The Interreg Baltic Sea Region Programme Manual, hereinafter referred to as **Programme Manual**,
- The written acceptances according to Article 22(1), subparagraph 4, of the Interreg Regulation addressed by countries outside the Programme area to the IB.SH,





- The approved project data (hereinafter referred to as **project data**) available in the electronic data exchange system of the Programme (hereinafter referred to as **BAMOS+**). These project data derive from the original application and its attachments (e.g. contact and bank information) selected by the Monitoring Committee and comprise subsequent changes to the original project setup as referred to in Article 5.

Should the above-mentioned legal provisions and documents be amended or repealed, the latest binding legal provisions and documents shall apply.

Article 2

Award of co-financing and general conditions

1. Based on the selection decision by the Monitoring Committee of 20/06/2023, an earmarked co-financing (non-repayable grant) is awarded to the lead partner for the project #C055 SUMP for BSR from Programme funds as follows:

ERDF co-financing	2,741,395.02
Amount of EU partners' contribution	685,348.77
Total ERDF budget	3,426,743.79
Norwegian co-financing	0.00
Amount of Norwegian partners' contribution	0.00
Total Norwegian budget	0.00
TOTAL project budget	3,426,743.79

The total project budget is understood as being the sum of the amount of co-financing awarded from the European Regional Development Fund (ERDF) and, if relevant, from Norwegian funds and the total amount of eligible contribution, coming from the lead partner and the project partners.

2. The Programme co-financing is awarded exclusively for the project as described by the project data available in BAMOS+ as defined in Article 1 of this subsidy contract.
3. In case the IB.SH and/or the Monitoring Committee approve changes of the amounts stated in paragraph 1 of this Article, the actual amounts are stipulated in section 7.2 of the application being part of the project data available in BAMOS+.
4. The actual amounts of co-financing from the Programme funds will be calculated on the basis of eligible expenditure only (cf. Article 3).
5. Disbursement of the Programme co-financing is subject to the condition that the European Commission and, if



Norwegian partners are participating in the project, the Kingdom of Norway make the funds available to the IB.SH.

In case of non-availability of the funds due to reasons outside of the sphere of influence of the IB.SH (e.g. due to de-commitment), the IB.SH is entitled to reduce the maximum amounts of co-financing awarded from the Programme funds and/or to (partly) terminate this subsidy contract. In this case, any claim by the lead partner against the IB.SH for whatever reason is excluded. The IB.SH will duly notify the lead partner and guide the lead partner on the respective steps to be taken.

In case of delayed availability of funds due to reasons outside of the sphere of influence of the IB.SH, the IB.SH is entitled to withhold payment until the funds are made available by the European Commission and/or the Kingdom of Norway. In this case, the IB.SH cannot be deemed responsible for late payments and any claim by the lead partner against the IB.SH for whatever reason is excluded.

6. Without prejudice to the provisions of paragraph 5 of this Article, Programme co-financing to project partners located in EU Member States outside the Programme area can be made available only if the IB.SH has obtained the signed written acceptances according to Article 22(1), subparagraph 4, of the Interreg Regulation from the countries where the project partners are located not later than 31/10/2023. This rule shall not apply to project partners located in German regions outside the Programme area.

Article 3

Eligibility of expenditure

1. Expenditure that qualifies for co-financing from the Programme funds consists exclusively of eligible expenditure. Rules for eligibility are laid down in the Programme Manual.
2. The eligible project phases for expenditure generated and paid by the project are laid down in the project data and defined in the Programme Manual.

Article 4

Reporting obligations and payment

1. The lead partner is entitled to request payments from the IB.SH by following the reporting procedures defined in the Programme Manual.
2. The lead partner must request payments according to the timeframe established in the project data and at least to the extent defined in the spending plan. Co-financing not requested in time and in full as indicated in the spending plan may be lost. Further details on financial planning and de-commitment are provided in the Programme Manual.
3. The IB.SH reserves the right not to accept – in part or in full – reported expenditure if – as a result of its checks and/or controls or audits performed by another authority – the validation or the facts stated therein prove to be incorrect or if the underlying activities or expenditure are not in line with the body of rules and regulations as set out in Article 1 of this subsidy contract.
4. Subject to fulfilment of the conditions laid down in Articles 2(5) and 2(6) of this subsidy contract, Programme co-financing will be disbursed by the IB.SH upon satisfactory completion of reporting in accordance with the





payment procedures stipulated in the Programme Manual.

5. If the lead partner requested Programme co-financing for reimbursement of preparation costs in the application being part of the project data, the approved lump sum will be automatically transferred to the lead partner on the account indicated in the project data when this subsidy contract entered into force (cf. Article 17 of this subsidy contract) and the conditions laid down in Articles 2(5) and 2(6) of this subsidy contract are fulfilled.

Article 5 Project changes

1. The lead partner shall introduce changes to the project according to the rules and procedures stated in the Programme Manual. To come into effect, major changes must be approved by the IB.SH and/or the Monitoring Committee in accordance with the Programme Manual.

Article 6 Obligations of the Lead Partner

1. The lead partner undertakes to comply with the body of rules and regulations referred to in Article 1 of this subsidy contract (including any amendments made to these rules and regulations) as well as relevant national regulations and all other rules applicable to the lead partner.
2. The lead partner shall assume all responsibilities laid down in the Programme Manual, in particular the main responsibilities of the lead partner.
3. The lead partner shall lay down the arrangements for its relations with the project partners in a partnership agreement that is based on this subsidy contract and fulfils the minimum requirements stipulated in the Programme Manual.
4. The lead partner shall take measures ensuring that all project partners comply with the responsibilities laid down in this subsidy contract and the Programme Manual, in particular the main responsibilities of the project partners.
5. The lead partner undertakes to inform the IB.SH immediately about all circumstances that delay, hinder or make impossible the realisation of the project as well as all circumstances that mean a change of the disbursement conditions or which would entitle the IB.SH to suspend payments or to reduce the amounts of Programme co-financing awarded or to recover the Programme co-financing unduly paid (cf. Article 11 of this subsidy contract) or to terminate this subsidy contract in full or in part (cf. Article 12 of this subsidy contract).
6. The lead partner is responsible for providing the IB.SH with any information required and requested in relation to the project without delay.





Article 7

BAMOS+

1. The exchange of documents, information and data between the IB.SH and the lead partner shall be done via BAMOS+.
2. The lead partner shall respect the terms and conditions for the use of BAMOS+. In particular, the lead partner shall warrant that any person acting as a user with read, write and submit rights on project level is employed by the lead partner. Any such person has to be at all times duly authorised to represent the lead partner in relation to all lead partner responsibilities in BAMOS+ and to submit data, documents and information via BAMOS+ on behalf of the lead partner organisation.

Article 8

Communication and visibility

1. The lead partner shall ensure compliance with the communication and visibility obligations specified in the Programme Manual.
2. The lead partner shall maintain and keep updated a project subpage hosted at the Programme portal in accordance with the rules laid down in the Programme Manual.
3. The lead partner shall contribute to the communication activities of the Programme as outlined in the Programme Manual. Among others, the lead partner undertakes to prepare and publish on the project subpage a set of pre-defined communication products as listed and defined in the Programme Manual.
4. The IB.SH shall be authorised to publish, in whatever form and on or by whatever medium, including the Internet, (parts of) the project data in order to fulfil its reporting, communication and visibility obligations arising from the body of rules and regulations listed in Article 1. Personal data shall be processed in line with the GDPR (cf. Article 15 of this subsidy contract).
5. The lead partner authorises the IB.SH to use communication and visibility material produced by the project or project partners to showcase how the Programme co-financing is used. Furthermore, the lead partner authorises the IB.SH to forward this material to other Programme authorities, Programme promoters at the national level, as well as Union institutions, bodies, offices or agencies. For this purpose, the lead partner ensures 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 aforementioned Programme and Union bodies in accordance with the Programme Manual.
6. The lead partner takes full responsibility for the content of any audio, visual or audiovisual notice, publication, deliverable, output or communication and visibility material that has been developed by the lead partner, any of the project partners or third parties on behalf of the lead partner or the project partners and is provided to the IB.SH or published on the project subpage hosted at the Programme portal. Should a third party claim compensation for damages (e.g. due to an infringement of intellectual property rights or personal data protection rights), the lead partner will indemnify the IB.SH in case the IB.SH suffers any damage because of the content of the said material.





Article 9

Ownership, use of deliverables and outputs

1. Ownership, title and industrial and intellectual property rights in the deliverables and outputs of the project, as well as the reports and other documents relating to it shall, depending on the applicable national law and/or the partnership agreement, belong to the lead partner and/or its project partners. The project partnership is entitled to establish the property rights of the products deriving from the project.
2. The ownership of investments in infrastructure or productive investments realised within the project must remain with the lead partner and/or project partners according to the timeframe as well as under the conditions set in the Programme Manual. The lead partner shall inform the IB.SH immediately when any of the conditions set by the Programme Manual are not met at a certain point in time.
3. In the spirit of cooperation and exchange, the lead partner and the project partners shall ensure that all deliverables and outputs produced by the project are in the public interest and publicly available. They should be fully accessible and available to the general public in a usable format. The IB.SH and any other relevant Programme, EU and national body can use them for information and communication purposes in the framework of the Programme.
4. The lead partner shall ensure that it has all rights to use any pre-existing intellectual property rights, if necessary for the implementation of the project.
5. If any sensitive or confidential information or any pre-existing intellectual property right related to the project must be respected, the lead partner shall inform the IB.SH in advance and agree with the IB.SH how to handle the situation.

Article 10

Audit rights, availability of documents, evaluation

1. The responsible auditing bodies of the EU and, within their responsibility, the auditing bodies of the participating countries or other national public auditing bodies or an external auditor designated by the IB.SH, as well as the Audit Authority of the Programme, the Group of Auditors of the Programme and the IB.SH are entitled to audit the project and the proper use of the awarded Programme co-financing by the lead partner and the project partners or to arrange for such an audit to be carried out by authorised persons.
2. The lead partner shall provide all documents and information required for the audit and give access to its business premises, as well as project-related locations.
3. The lead partner is obliged to keep for audit purposes all supporting documents related to the project in accordance with the requirements of the Programme Manual.
4. The lead partner shall assist authorised evaluators and provide them with documents or information necessary for Programme or project evaluations.
5. If this subsidy contract is terminated, the rights and duties stipulated in this Article shall persist.





Article 11 Recoveries

1. If any Programme body, national body or any relevant EU body discovers any unduly paid out Programme co-financing, or if the IB.SH is notified of such cases, or if the IB.SH terminates this subsidy contract based on Article 12(1), the IB.SH shall recover the unduly paid Programme co-financing from the lead partner in line with the procedure for irregularities of the Programme Manual.
2. The lead partner shall ensure that the project partner involved repays the lead partner any amounts unduly paid in accordance with the partnership agreement and the procedure for irregularities of the Programme Manual.
3. If the IB.SH demands recovery, offsetting by the lead partner is excluded unless the claim of the lead partner against the IB.SH is undisputed or recognised by judgement.
4. If any of the circumstances indicated in section 1 occurs before the total amount of the Programme co-financing awarded has been paid to the lead partner, the IB.SH may suspend payments and there shall be no claims of the lead partner and the project partners to payment of the remaining amount. The IB.SH is also entitled to deduct a recovery amount according to paragraph 1 of this Article from a payment request referred to in Article 4 of this subsidy contract. In addition, if the lead partner or a project partner has to return unduly paid Programme co-financing in another project funded by Interreg Baltic Sea Region, the IB.SH has the right to deduct the corresponding Programme co-financing to the lead partner or project partner in question from any open payment request in the present project.
5. Any further legal claims shall remain unaffected by the above provisions.

Article 12 Termination of the subsidy contract

1. In addition to the right of termination laid down in Article 2(5) of this subsidy contract, the IB.SH is entitled to terminate this subsidy contract, in full or in part, if:
 - a) the lead partner or project partners have obtained the Programme co-financing through false or incomplete statements or provide reports that do not reflect reality; or
 - b) a precondition for the approval of the project is lost; or
 - c) the project has not been or cannot be fully implemented, or it has not been or cannot be implemented in due time; or
 - d) the lead partner has failed to immediately report events delaying or preventing the implementation of the project, or any circumstances leading to its modification; or
 - e) the project significantly failed to reach the objectives, results and outputs planned in the application being part of the project data; or





- f) the lead partner or project partners made it impossible for the IB.SH to verify that a progress report is correct and that the project is eligible for co-financing from the Programme, for example, because the lead partner has failed to submit required reports, proofs or necessary information within the set deadline, provided that the lead partner has received at least one reminder via BAMOS+ setting another deadline and specifying the legal consequences of a failure to comply with requirements, and has also failed to meet this new deadline; or
- g) the lead partner or project partners have impeded or prevented controls, audits or evaluations; or
- h) the Programme co-financing awarded has been partially or entirely misapplied for purposes other than those stipulated by this subsidy contract and the body of rules and regulations it is based on (cf. Article 1 of this subsidy contract); or
- i) the lead partner or project partners are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended their business activities, are the subject of proceedings concerning those matters or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations; or
- j) the lead partner or a project partner is an undertaking in difficulty within the meaning of Article 2, point 18 of the General Block Exemption Regulation; or
- k) the lead partner or project partners have been convicted of an offence concerning professional conduct by a judgement which has the force of res judicata or are guilty of grave professional misconduct proven by any justified means; or
- l) the lead partner or project partners engage in any act of fraud or corruption or are involved in a criminal organisation or any other illegal activity detrimental to the European Union's financial interests; or
- m) the lead partner or project partners have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established; or
- n) without prejudice to Article 13(2) of this subsidy contract, the lead partner or project partners wholly or partly sell, lease or let the project to a third party; or
- o) the lead partner or project partners did not comply with the durability requirements to productive investments or investments in infrastructure as specified in the Programme Manual; or
- p) it is impossible for the IB.SH to pay the first reimbursement of a progress report within two years of the Monitoring Committee's decision to select the project; or
- q) the lead partner or project partners have failed to fulfil any other condition or requirement stipulated in this subsidy contract and/or the body of rules and regulations it is based on (cf. Article 1 of this subsidy contract), notably if this condition or requirement is meant to guarantee the successful implementation of the Programme and the achievement of its objectives; or





- r) it has become definitely impossible for the IB.SH to co-finance the project and to fulfil its obligations stipulated in this subsidy contract due to legal reasons or factual reasons the IB.SH has no impact on (force majeure).
2. Upon termination of this contract by the IB.SH, the lead partner shall receive a notice with necessary instruction regarding the full or partial closure of the project.
3. The right of the lead partner to terminate this subsidy contract by extraordinary notice of termination shall remain unaffected. In particular, the lead partner shall be entitled to terminate this subsidy contract in case it has become impossible for the lead partner to implement the project and to fulfil its obligations stipulated in this subsidy contract due to legal reasons or factual reasons the lead partner has no impact on (force majeure). Before exercising its right to terminate the subsidy contract, the lead partner shall carefully examine with the IB.SH any possibilities to assign its duties under this subsidy contract to a project partner or any third party (cf. Article 13(2) of this subsidy contract).

Article 13 Assignment

1. The IB.SH is entitled at any time to assign its rights under this subsidy contract to a third party. In case of assignment, the IB.SH will inform the lead partner without delay.
2. The lead partner is allowed to assign its duties and rights under this subsidy contract to a third party only after the prior written consent of the IB.SH.

Article 14 Liability

1. The IB.SH cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the lead partner or the project partners as a consequence of the project. The IB.SH cannot, therefore, accept any claim for compensation or increases in payment in connection with such damage or injury.
2. The lead partner shall discharge the IB.SH of all liability arising from any claim or action brought as a result of an infringement of rules and regulations by the lead partner or the lead partner's employees or individuals for whom those employees are responsible, or as a result of a violation of a third party's right.

Article 15 Data protection

1. In accordance with Article 4 of the Common Provisions Regulation, the IB.SH, other Programme bodies (e.g. the Audit Authority, the Monitoring Committee), controllers, responsible national authorities (e.g. auditors, designation bodies), evaluators and the European Commission are allowed to process personal data only where necessary for carrying out their respective obligations under the body of rules and regulations referred to in





Article 1, in particular for monitoring, reporting, communication, publication, evaluation, financial management, verifications and audits. The personal data shall be processed in accordance with the GDPR.

Article 16

Applicable law and dispute settlement

1. Without prejudice to the applicable European law, this subsidy contract shall be governed by and construed in accordance with German law.
2. Should a dispute arise between the IB.SH and the lead partner, the procedure for resolution of complaints and dispute settlement as laid down in the Programme Manual shall be followed.
3. In the event of submission of the dispute to the courts, the place of jurisdiction is Kiel, Germany. Proceedings shall be in German.

Article 17

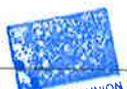
Concluding provisions

1. This subsidy contract shall enter into force on the date the last of its two parties, IB.SH or lead partner, signs. In case of project activities carried out in an eligible project phase (cf. Article 3(2) of this subsidy contract), but before the entry into force of this subsidy contract, the provisions of this subsidy contract shall already apply to that phase. This subsidy contract shall remain valid as long as the IB.SH or the lead partner have to fulfil obligations arising from this subsidy contract and/or the body of rules and regulations it is based on (cf. Article 1 of this subsidy contract).
2. Except for a court procedure (cf. Article 16(3) of this subsidy contract), all correspondence with the IB.SH must be in the English language.
3. Should any provision in this subsidy contract become wholly or partly ineffective, the parties to the subsidy contract undertake to replace the ineffective provision with an effective provision that comes as close as possible to the purpose of the ineffective provision.
4. Two executed copies of this subsidy contract shall be signed both by the IB.SH and the lead partner. Each party shall keep one copy.





For the Investitionsbank Schleswig-Holstein (IB.SH):

Name	Thomas Weber Finances and Administration	Name	Ronald Lieske Director
Title	<i>Th Weber</i>	Title	<i>R. L. S</i>
Signature and stamp	<i>Th Weber</i> 	Signature and stamp	<i>R. L. S</i> 
Place, date	Rostock, <i>13.11.2023</i> <small>Interreg Baltic Sea Region Managing Authority/Joint Secretariat IB.SH - Investitionsbank Schleswig-Holstein Grubenstrasse 20 18055 Rostock, Germany</small>	Place, date	Rostock, <i>14.11.2023</i>

For the lead partner:

Name	<i>Björn GRANNOM</i>	Name	
Title	<i>DIRECTOR</i>	Title	
Signature and stamp (if available)	<i>[Signature]</i>	Signature and stamp (if available)	
Place, date	<i>TURKU 31.10.2023</i>	Place, date	

Commitment to the EU funded SUMP for BSR project

Dear Sir/Madam,

University and Hanseatic City of Greifswald (hereinafter referred to as Greifswald) has officially committed to the SUMP for BSR project (hereinafter referred to as Project), co-funded by the Interreg Baltic Sea Region (BSR) programme (European Regional Development Fund), by signing the Partnership Agreement, and hence, adhering to the content of the Subsidy Contract. Partnership Agreement was signed by Lord Mayor Dr Stefan Fassbinder and First Deputy Mayor Jeannette von Busse on 12 March 2024. The interest towards this Project was indicated by a Letter of Intent from Lord Mayor Dr Stefan Fassbinder already on 9 March 2023.

The Project partnership, led by the Union of the Baltic Cities Sustainable Cities Commission c/o City of Turku, Finland, consist of 8 partners from 7 BSR countries. The total ERDF budget for this project is 3,072,211.79 euros of which the total budget for Greifswald is 447,385,60 euros. The Project has started on 1 November 2023 and will continue until October 2026. As the Project is through the 1st year of implementation and, as partners are reporting to the Managing Authority Investitionsbank Schleswig-Holstein every 6 months, the 1st payment has been made to Greifswald.

The overall aim of the Project is to increase the uptake of Sustainable Urban Mobility Plans in the BSR, while harmonizing the approaches for monitoring and evaluation, and promoting small-scale experimenting as a strategic mobility planning tool to gain insights for decision-making. Within the approved Project activities, Greifswald has planned to "*test the introduction of modal filters in downtown streets and a separate traffic light green phase for bicycle traffic*". The approved budget for this traffic trial, planned to take place in Friedrich-Loeffler-Straße and Domstraße, includes an investment for 51,000.00 euros. In addition, Greifswald's approved activities include testing of different data collection approaches to evaluate the impacts of the traffic trial, and investment of 16,000.00 euros for construction of safe and comfortable bicycle parking facilities for several public locations.

As the Project is EU-funded, it will not impose a financial burden for Greifswald but rather, will benefit the city with a little to no financial contribution. Furthermore, if the traffic trial is successful, in the long term it can bring savings on infrastructure maintenance, health-related costs and make the city center more attractive for the residents.

The withdrawal of Greifswald would jeopardise the implementation of the whole Project, and result in financial and juridical consequences. It would severely damage the reputation of Greifswald as a partner not fulfilling its obligations in this Project, but also, jeopardizing the participation in other EU funded projects in the future, as its reliability would be questioned by the Interreg BSR programme.

Yours Sincerely,



Björn Grönholm

Director, Development,

UBC Sustainable Cities Commission c/o City of Turku (Lead Partner of SUMP for BSR)

Übersetzung des Schreibens von der Union of the Baltic Cities (UBC), Björn Grönholm, vom 17. Oktober 2024

Verpflichtung zum EU-finanzierten SUMP für BSR-Projekt

Sehr geehrte Damen und Herren,

die Universitäts- und Hansestadt Greifswald (im Folgenden als Greifswald bezeichnet) hat sich durch die Unterzeichnung der Partnerschaftvereinbarung offiziell zum SUMP für BSR-Projekt (im Folgenden als Projekt bezeichnet) verpflichtet, das durch das Interreg Baltic Sea Region (BSR) Programm (Europäischer Fonds für regionale Entwicklung) kofinanziert wird, und sich somit zum Inhalt des Subventionsvertrages bekannt. Die Partnerschaftvereinbarung wurde am 12. März 2024 von Oberbürgermeister Dr. Stefan Fassbinder und der Ersten Stellvertretenden Bürgermeisterin Jeannette von Busse unterzeichnet. Das Interesse an diesem Projekt wurde bereits am 9. März 2023 durch eine Absichtserklärung von Oberbürgermeister Dr. Stefan Fassbinder bekundet.

Die Projektpartnerschaft, die von der Union of the Baltic Cities Sustainable Cities Commission c/o City of Turku, Finnland, besteht aus 8 Partnern aus 7 BSR-Ländern. Das gesamte EFRE-Budget für dieses Projekt beträgt 3.072.211,79 Euro, wovon das Gesamtbudget für Greifswald 447.385,60 Euro beträgt. Das Projekt hat am 1. November 2023 begonnen und wird bis Oktober 2026 laufen. Da sich das Projekt im ersten Jahr der Durchführung befindet und die Partner der Verwaltungsbehörde Investitionsbank Schleswig-Holstein alle sechs Monate Bericht erstatten, wurde die erste Zahlung an Greifswald geleistet.

Das übergeordnete Ziel des Projekts ist es, die Verbreitung von Plänen für nachhaltige urbane Mobilität in der BSR zu erhöhen und gleichzeitig die Ansätze für die Überwachung und Bewertung zu harmonisieren und Experimente in kleinem Maßstab als strategisches Mobilitätsplanungsinstrument zu fördern, um Erkenntnisse für die Entscheidungsfindung zu gewinnen. Im Rahmen der genehmigten Projektaktivitäten hat Greifswald geplant, „die Einführung von modalen Filtern in innerstädtischen Straßen und eine separate Ampel-Grünphase für den Fahrradverkehr zu testen“. Das genehmigte Budget für diesen Verkehrsversuch, der in der Friedrich-Loeffler-Straße und der Domstraße stattfinden soll, umfasst eine Investition von 51.000,00 Euro. Darüber hinaus werden in Greifswald verschiedene Ansätze zur Datenerhebung getestet, um die Auswirkungen des Verkehrsversuchs zu bewerten, und es werden 16.000,00 Euro für den Bau von sicheren und komfortablen Fahrradabstellanlagen an mehreren öffentlichen Standorten investiert.

Da das Projekt von der EU finanziert wird, stellt es keine finanzielle Belastung für Greifswald dar, sondern kommt der Stadt mit einem geringen bis gar keinem finanziellen Beitrag zugute. Außerdem kann der Verkehrsversuch, wenn er erfolgreich ist, langfristig Einsparungen bei der Instandhaltung der Infrastruktur und gesundheitsbezogenen Kosten bringen und die Innenstadt für die Bewohner attraktiver machen.

Der Rückzug von Greifswald würde die Durchführung des gesamten Projekts gefährden und finanzielle und rechtliche Konsequenzen nach sich ziehen. Es würde den Ruf von Greifswald als Partner, der seinen Verpflichtungen in diesem Projekt nicht nachkommt, ernsthaft beschädigen, aber auch die Teilnahme an anderen EU-finanzierten Projekten in der Zukunft gefährden, da seine Zuverlässigkeit durch das Interreg BSR-Programm in Frage gestellt würde.

Pos.	Kostenbezeichnung	budget line	2024		2025		2026		Gesamt
			Periode 1 (11/2023 - 04/2024)	Periode 2 (05/2024 - 10/2024)	Periode 3 (11/2024 - 04/2025)	Periode 4 (05/2025 - 10/2025)	Periode 5 (11/2025 - 04/2026)	Periode 6 (05/2026 - 10/2026)	
1	Personalkosten*	Staff_costs	18.960,00 €	40.790,40 €	40.790,40 €	40.790,40 €	40.790,40 €	40.790,40 €	222.912,00 €
2	Büro- und Verwaltungskosten	Office and Administration costs (flat rate 15 % from BL 1)	2.844,00 €	6.118,56 €	6.118,56 €	6.118,56 €	6.118,56 €	6.118,56 €	33.436,80 €
3	Reisekosten und Unterbringung	Travel and accommodation FLAT RATE 15% out of staff	2.844,00 €	6.118,56 €	6.118,56 €	6.118,56 €	6.118,56 €	6.118,56 €	33.436,80 €
Summe (Pos. 1 - 3)			24.648,00 €	53.027,52 €	289.785,60 €				
Förderung (Pos. 1 - 3)									231.828,48 €
4	Kosten Prüfer	External_services	0,00 €	0,00 €	4.000,00 €	4.000,00 €	2.000,00 €	2.000,00 €	12.000,00 €
5	Übersetzung	External_services	0,00 €	0,00 €	0,00 €	0,00 €	1.000,00 €	1.000,00 €	2.000,00 €
6	Verkehrsversuch (Datenerhebung, Öffentlichkeitsarbeit, Bürgerbeteiligung, Detailplanung Experiment, Workshops, etc.)	External_services	0,00 €	0,00 €	90.000,00 €	0,00 €	0,00 €	0,00 €	90.000,00 €
7	Straßenmobiliar		0,00 €	0,00 €	0,00 €	20.000,00 €	0,00 €	0,00 €	20.000,00 €
8	Dekonstruktionsoder Fortsetzung Modalfilter	Equipment_and_investments	0,00 €	0,00 €	0,00 €	0,00 €	0,00 €	1.000,00 €	1.000,00 €
9	Abbau des Straßenmobiliars	Equipment_and_investments	0,00 €	0,00 €	0,00 €	0,00 €	0,00 €	1.000,00 €	1.000,00 €
10	Organisation eines nationalen Workshops (max. 30 Personen)	External_services	0,00 €	0,00 €	0,00 €	0,00 €	0,00 €	4.000,00 €	4.000,00 €
Summe (Pos. 4 - 10)			0,00 €	0,00 €	94.000,00 €	24.000,00 €	3.000,00 €	9.000,00 €	130.000,00 €
Förderung (Pos. 4 - 10)									67.680,00 €
11	Lastenrad/Infomobil für Kampagne	Equipment_and_investments	0,00 €	6.500,00 €	0,00 €	0,00 €	0,00 €	0,00 €	6.500,00 €
12	Tablet für Umfrage	Equipment_and_investments	0,00 €	500,00 €	0,00 €	0,00 €	0,00 €	0,00 €	500,00 €
13	Fahrradabstellanlagen	Equipment_and_investments	0,00 €	0,00 €	0,00 €	16.000,00 €	0,00 €	0,00 €	16.000,00 €
14	Modalfilter und Ampeln	Equipment_and_investments	0,00 €	0,00 €	0,00 €	50.000,00 €	0,00 €	0,00 €	50.000,00 €
Summe (Pos. 11 - 14)			0,00 €	7.000,00 €	0,00 €	66.000,00 €	0,00 €	0,00 €	73.000,00 €
Förderung									58.400,00 €
Gesamt			24.648,00 €	60.027,52 €	147.027,52 €	143.027,52 €	56.027,52 €	62.027,52 €	492.785,60 €
Förderung Gesamt									357.908,48 €

*vorhandenes Personal, Deckung des Eigenanteils