

OPSCHRIFT

Vergadering van 10 april 2014

Besluit nummer: 2014_GR_00289

Onderwerp:

Departement Brandweer - Partnerschapsovereenkomst van het clusterproject BERISUAS binnen het 2 zeeën programma van Interreg voor de deelname van de Brandweer Gent als Project Partner (PP) - Bekrachtiging

Beknopte samenvatting:

Aan de gemeenteraad wordt gevraagd de partnerschapsovereenkomst te bekrachtigen van het clusterproject BERISUAS (Better response and improved safety trough Unmanned Aircraft Systems) binnen het 2 zeeën programma van Interreg voor de deelname van de Brandweer Gent als Project Partner (PP). Deze Partnerschapsovereenkomst zal retroactief in werking treden vanaf 30 januari 2014.

Bevoegd: Daniel Termont

Bestemd voor:

- Commissie Algemene Zaken, Intercommunales en Bevolking

DE COMMISSIE ALGEMENE ZAKEN, INTERCOMMUNALES EN BEVOLKING

AANHEF

De volgende bepalingen zijn van toepassing inzake de bevoegdheid:

Het Gemeentedecreet van 15 juli 2005, artikel 42, § 1.

De beslissing wordt genomen op grond van:

Het Gemeentedecreet van 15 juli 2005, artikel 2.

Bijgevoegde bijlage(n):

- Bijlage 1 : letter of support (informatief)
- Bijlage 2: Notification letter (informatief)
- Bijlage 3:cluster applicatio form (informatief)
- Bijlage 4 : overeenkomst
- Bijlage 5: getekende overeenkomst

MOTIVERING

Volgende feiten gaan aan de beslissing vooraf:

Brandweer Gent is partner in het Europees gesubsidieerde project MIRG EU. Hierin worden met brandweerorganisaties in België, Frankrijk en Engeland maritieme incident bestrijdingsteams opgericht. Dit vindt plaats binnen het 2 zeeën programma van Interreg. Dit programma loopt eind 2015 af en omdat er nog voldoende budget is, heeft men aan de projecten binnen het 2 zeeën programma voorgesteld te gaan samenwerken in kortdurende clusterprojecten. De bedoeling van deze clusterprojecten is de resultaten van de projecten in samenhang te presenteren door te kijken naar mogelijke synergiën en meerwaarde en hier een eerste start mee te maken in een proof of concept. Op de zitting van 18 juli 2013 keurde het college de deelname van Brandweer Gent aan het Europees samenwerkingsproject “Interreg project IVA 2 Seas Programme Berisuas” principieel goed en heeft hiervoor een intentieverklaring voor ondertekend (bijlage 01). Het project werd inmiddels goedgekeurd door de stuurgroep van het Interreg IVa 2 zeeënprogramma, waardoor tot uitvoering mag overgegaan worden. Op 20/01/2014 heeft het JTS (Joint Technical Secretariat van Interreg) ons in kennis gesteld dat het voorgestelde project mag opgestart worden (zie bijlage 02). Het clusterproject dat hier voorgesteld wordt, start op 1 april 2014 en zal eindigen op 30 september 2015. De kosten van partners zoals voor de Brandweer Gent worden voor 100 % vergoed, inclusief gemaakte uren.

De kosten voor Brandweer Gent bedragen € 64.891,00 euro bestaande uit uren medewerkers, reis- en verblijfkosten, kosten van een oefening, in huur en in koop en validatie door een FLC voor financiële audit (zie bijlage 03 – werkbald pp5). De kosten worden voor 100 % vergoed door het 2 zeeën programma. De inzet van mensen zal plaatsvinden vanuit het operationele korps, communicatie en management van Brandweer Gent. Brandweer Gent werkt in dit project mee als Project Partner (PP) en heeft hierbij 2 toegevoegde partners (AP): de Provincie West-Vlaanderen als liason voor de kustveiligheid en alarmcentrales en de Brandweer Antwerpen als lid van het MIRG project.

Belang voor Brandweer Gent: de belangen om deel te nemen aan dit clusterproject liggen voor Brandweer Gent op diverse vlakken waarbij vooral onderzoek naar UAS-technologie voor veiligheid en beveiliging tijdens interventies in brede zin (crowd management, zware calamiteiten, onbereikbare branden) kan gerealiseerd worden. Er zijn voor de Stad in principe geen financiële gevolgen.

Deze beslissing wordt genomen om volgende redenen:

Het subsidiecontract wordt afgesloten tussen de hoofdpartner en de beheersautoriteit. Tussen de hoofdpartner en de overige partners dient een partnerschapsovereenkomst (zie bijlage 04) te worden afgesloten. De partnerschapsovereenkomst legt de wijze van samenwerking en de verschillende verantwoordelijkheden tussen de partners vast. Deze partnerschapsovereenkomst ligt nu ter bekrachtiging voor; ze werd reeds ondertekend op vraag v/h Interreg JTS (zie bijlage 05). De Partnerschapsovereenkomst zal retroactief in werking treden vanaf 30 januari 2014.

Beslist het volgende:

VOORSTEL

Artikel 1:

Bekrachtigt de bij dit besluit gevoegde en er integraal deel van uitmakende Partnerschapsovereenkomst van het clusterproject BERISUAS binnen het 2 zeeën programma van Interreg voor de deelname van Brandweer Gent als Project Partner (PP) en waarbij deze Partnerschapsovereenkomst retroactief in werking zal treden vanaf 30 januari 2014.

BIJKOMENDE INFO BIJ HET BESLUIT

Brandweer — Administratie

Dit besluit kadert in volgende activiteit: *AC34571 Ontwikkeling van uniforme Standaard Operatie Procedures (SOP)*

Visum van de financieel beheerder:

Het visum is niet van toepassing

BIJLAGEN DIE INTEGRaal DEEL UITMAKEN VAN HET BESLUIT

- Bijlage 4 : overeenkomst
- Bijlage 5: getekende overeenkomst



| | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>INTERREG IV A "2 Mers Seas Zeeën" Programme de coopération transfrontalière 2007-2013</p> <p><i>Concept</i></p> <p>Accord de Partenariat entre le Partenaire Chef de File et les partenaires de cluster</p> <p><u><i>10-52-NL Berisuas</i></u></p> <p>Ce document se compose d'un préambule, d'une</p> | <p>INTERREG IV A "2 Mers Seas Zeeën" Crossborder cooperation Programme 2007-2013</p> <p><i>Draft</i></p> <p>Partnership agreement between Lead Partner and cluster partners</p> <p><u><i>10-52-NL Berisuas</i></u></p> <p>This document consists of a preamble, a Part A and</p> | <p>INTERREG IV A – 2 Mers Seas Zeeën Grensoverschrijdend Samenwerkingsprogramma 2007-2013</p> <p><i>Concept</i></p> <p>Partnerschapsovereenkomst tussen de Hoofdpartner en de clusterpartners</p> <p><u><i>10-52-NL Berisuas</i></u></p> <p>Dit document bestaat uit een inleiding, een Deel A en</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Partie A et d'une Partie B :</p> <ul style="list-style-type: none"> • Le préambule doit être complété dans les parties grises ; • La partie A est obligatoire pour tout le partenariat. Cette partie ne peut pas être modifiée par le partenariat ni être limitée par les contenus. • la partie B est à définir et à détailler par le partenariat et contiendra les informations sur la façon de coordonner et de mettre en œuvre les activités et de diffuser les résultats. Elle doit faire l'objet d'une négociation entre les partenaires et être adaptée aux besoins du partenariat de façon individuelle. <p>Pour les parties marquées en gris dans le préambule et pour la Partie B, le Secrétariat Technique Conjoint n'est pas responsable du caractère complet, exact, actuel ni de la totale compatibilité avec la législation européenne et nationale.</p> <p style="text-align: center;">Version : 06/02/2014</p>  <p style="text-align: center;">Programme Coopération Territoriale 2007-2013 co-financé par le Fond Européen de Développement Régional</p> | <p>a Part B:</p> <ul style="list-style-type: none"> • The preamble must be filled in the grey parts; • Part A is compulsory for all partnership. This part cannot be amended by the partnership nor it can be limited by the contents. • Part B is to be defined and detailed by the partnership and shall contain information on how to coordinate and implement activities and how to disseminate results. It must be negotiated between partners and tailored to the partnership's individual needs. <p>For the parts marked in grey in the preamble and for Part B, the Joint Technical Secretariat is not liable for completeness, correctness, up-to-datedness and full compatibility with EU and national law.</p> <p style="text-align: center;">Version: 06/02/2014</p>  <p style="text-align: center;">Crossborder cooperation Programme 2007-2013 part-financed by the European Regional Development Fund</p> <p style="text-align: center;">Preamble</p> | <p>een Deel B:</p> <ul style="list-style-type: none"> • -De grijze delen van de inleiding dienen ingevuld te worden; • -Deel A is verplicht voor alle partnerschappen. Dit deel kan niet door het partnerschap worden gewijzigd noch is de inhoud ervan limitatief. • -Deel B moet door het partnerschap gepreciseerd en gedetailleerd omschreven worden en het moet informatie bevatten over de coördinatie en uitvoering van de activiteiten en over de verspreiding van de resultaten. De partners moeten hierover onderhandelen en het moet afgestemd worden op de individuele behoeften van het partnerschap. <p>Het Gemeenschappelijk Technisch Secretariaat is niet verantwoordelijk voor de volledigheid, correctheid, bijwerking en volledige verenigbaarheid van de grijze delen in de inleiding en van Deel B met de EU- en nationale wetgeving.</p> <p style="text-align: center;">Versie: 06/02/2014</p>  <p style="text-align: center;">Programma voor Territoriale Samenwerking 2007-2013 medegefinancierd door het Europees Fonds voor Regionale Ontwikkeling</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Préambule | | Inleiding |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Eu égard à</p> <ul style="list-style-type: none"> • L'article 20.1.a de la Réglementation (EC) No 1080/2006 qui stipule qu'il est de la responsabilité du Chef de File bénéficiaire nommé pour chaque cluster de mettre en place l'organisation de ses relations avec les bénéficiaires participant au cluster dans le cadre d'un accord comprenant, entre autres, des dispositions garantissant la saine gestion financière des fonds affectés au cluster, y compris les arrangements visant au recouvrement des sommes payées indument ; • L'Art. 17.2 de la Réglementation (EC) No 1080/2006 dans lequel il est rappelé que des accords doivent être mis en place entre les bénéficiaires d'un cluster ; • Le Manuel du Programme, tel qu'approuvé par le Comité de Suivi du Programme ; <p>Le contrat suivant sera conclu entre</p> | <p>Having regard to</p> <ul style="list-style-type: none"> • -Article 20.1.a of the Regulation (EC) No 1080/2006 that states that it is the responsibility of the lead beneficiary appointed for each cluster to lay down the arrangements for its relations with the beneficiaries participating in the cluster in an agreement comprising, inter alia, provisions guaranteeing the sound financial management of the funds allocated to the cluster, including the arrangements for recovering amounts unduly paid; • -Art. 17.2 of the Regulation (EC) No 1080/2006 where it is recalled that agreements have to be in place between the beneficiaries of an cluster; • -Programme Manual, as approved by the Monitoring Committee of the Programme; <p>The following agreement shall be made between</p> <p>Technische universiteit Delft faculteit of Aerospace Engineering</p> | <p>Gelet op</p> <ul style="list-style-type: none"> • Artikel 20.1.a van de Verordening (EG) Nr. 1080/2006 dat bepaalt dat de hoofdbegunstigde die voor elk cluster wordt aangeduid afspraken voor zijn relaties met de begunstigden die deelnemen aan het cluster moet vastleggen in een overeenkomst die onder andere bepalingen omvat die een goed financieel beheer van de fondsen die werden toegewezen aan het cluster garanderen, met inbegrip van afspraken inzake het terugvorderen van ten onrechte betaalde bedragen; • Art. 17.2 van de Verordening (EG) Nr. 1080/2007 dat eraan herinnert dat er overeenkomsten moeten bestaan tussen de begunstigden van een cluster; • Het Handboek van het Programma, zoals goedgekeurd door het Comité van Toezicht van het Programma; <p>De volgende overeenkomst wordt gesloten tussen</p> |

| | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Technische universiteit Delft faculteit of Aerospace Engineering Building 6 2 Kluyverweg1 2629 HS Delft représenté par prof. dr. ir. M. Mulder (Partenaire Chef de File)</p> <p>et</p> <p>University of Southampton Engineering and the Environment University of Southampton Highfield Southampton SO17 1BJ représenté par James Sturgess (partenaire du cluster 2)</p> <p>Rewin Projecten BV Mozartlaan 7 4837 EH Breda, Nederland représenté par Dhr. P.P.H. Nijskens (partenaire du cluster 3),</p> <p>Veiligheidsregio Zeeland Segeerssingel 10 4337 LG Middelburg représenté par G.J.M. Ruijs (partenaire du cluster 4),</p> <p>Brandweer Gent Roggestraat 70 9000 Gent représenté par Dhr. Paul Teerlinck</p> | <p>Building 6 2 Kluyverweg1 2629 HS Delft represented by prof. dr. ir. M. Mulder (Lead Partner)</p> <p>and</p> <p>University of Southampton Engineering and the Environment University of Southampton Highfield Southampton SO17 1BJ represented by James Sturgess (cluster partner 2)</p> <p>Rewin Projecten BV Mozartlaan 7 4837 EH Breda, Nederland represented by Dhr. P.P.H. Nijskens (cluster partner 3),</p> <p>Veiligheidsregio Zeeland Segeerssingel 10 4337 LG Middelburg represented by G.J.M. Ruijs (cluster partner 4),</p> <p>Brandweer Gent Roggestraat 70 9000 Gent represented by Dhr. Paul Teerlinck (cluster partner 5),</p> | <p>Technische universiteit Delft faculteit of Aerospace Engineering Building 6 2 Kluyverweg1 2629 HS Delft vertegenwoordigd door prof. dr. ir. M. Mulder (Hoofdpartner)</p> <p>en</p> <p>University of Southampton Engineering and the Environment University of Southampton Highfield Southampton SO17 1BJ vertegenwoordigd door James Sturgess (cluster partner 2)</p> <p>Rewin Projecten BV Mozartlaan 7 4837 EH Breda, Nederland vertegenwoordigd door Dhr. P.P.H. Nijskens (clusterpartner 3),</p> <p>Veiligheidsregio Zeeland Segeerssingel 10 4337 LG Middelburg vertegenwoordigd door G.J.M. Ruijs (cluster partner 4),</p> <p>Brandweer Gent Roggestraat 70 9000 Gent vertegenwoordigd door Dhr. Paul Teerlinck</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>(partenaire du cluster 5),</p> <p>Unmanned Aviation Solutions B.V. Lieftinckdreef 11 4871 GS Etten-Leur représenté par W. Broeders, director (partenaire du cluster 6)</p> <p>ENSTA Bretagne 2 rue François Verny 29806 Brest cedex - FRANCE représenté par Francis Jouanjean (partenaire du cluster 7)</p> <p>pour la mise en œuvre du cluster 10-52-NL Better response and improved safety trough UAS / Berisuas, ci après dénommé « cluster », approuvé par le Comité de Pilotage du Programme Opérationnel INTERREG IVA 2 Mers Seas Zeeën Programme 2007-2013 de coopération transfrontalière le 30 Janvier 2014 dans le cadre de la Priorité 1 et dont le contrat est conclu le 6 March 2014</p> | <p>Unmanned Aviation Solutions B.V. Lieftinckdreef 11 4871 GS Etten-Leur represented by W. Broeders, director (cluster partner 6)</p> <p>ENSTA Bretagne 2 rue François Verny 29806 Brest cedex - FRANCE represented by Francis Jouanjean (cluster partner 7)</p> <p>for the implementation of the cluster 10-52-NL Better response and improved safety trough UAS / Berisuas hereinafter named as the <i>cluster</i>, approved by the Steering Committee of the Operational Programme INTERREG IVA 2 Mers Seas Zeeën Cross-border Cooperation Programme 2007-2013 on 30 January 2014 under Priority 1 and contracted on 6 March 2014</p> | <p>(cluster partner 5),</p> <p>Unmanned Aviation Solutions B.V. Lieftinckdreef 11 4871 GS Etten-Leur vertegenwoordigd door W. Broeders, directeur (cluster partner 6)</p> <p>ENSTA Bretagne 2 rue François Verny 29806 Brest cedex - FRANCE vertegenwoordigd door Francis Jouanjean (cluster partner 7)</p> <p>voor de uitvoering van het cluster 10-52-NL, Better response and improved safety trough UAS / Berisuas hierna "het cluster", goedgekeurd door de Stuurgroep van het Operationeel Programma INTERREG IVA 2 Mers Seas Zeeën Grensoverschrijdend Samenwerkingsprogramma 2007-2013 op 30 januari 2014 onder Prioriteit 1 en afgesloten op 6 Maart 2014</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| <p style="text-align: center;">PARTIE A</p> | <p style="text-align: center;">PART A</p> | <p style="text-align: center;">DEEL A</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: center;">Article 1 Objet du partenariat</p> <p>1. L'objet de cet accord est l'organisation d'un partenariat afin de mettre en œuvre le cluster tel que cela est indiqué dans les annexes. Les annexes comprennent :</p> <p style="padding-left: 20px;">a. Le dossier de candidature approuvé par le Comité de Pilotage du Programme y compris les annexes (Annexe I),</p> <p style="padding-left: 20px;">b. La Convention d'Octroi conclue entre le Secrétariat Technique Conjoint du Programme et le Partenaire Chef de File (Annexe II) ;</p> <p>1. Les annexes – y compris toutes les dispositions sur lesquelles elles sont basées et auxquelles elles font référence - sont considérées comme faisant partie intégrante de cet accord.</p> | <p style="text-align: center;">Article 1 Object of the partnership</p> <p>1. Subject of this agreement is the organisation of a partnership in order to implement the cluster as indicated in the annexes. The annexes comprise:</p> <p style="padding-left: 20px;">a. the application approved by the Steering Committee of the Programme including annexes (Annex I),</p> <p style="padding-left: 20px;">b. the Subsidy Contract between the Joint Technical Secretariat of the Programme and the Lead Partner (Annex II);</p> <p>1. The annexes - including all provisions they are based on and refer to - are considered to be an integral part of this agreement.</p> | <p style="text-align: center;">Artikel 1 Voorwerp van het partnerschap</p> <p>1. Het voorwerp van deze overeenkomst is de organisatie van een partnerschap om het cluster te implementeren zoals aangegeven in de bijlagen. De bijlagen bevatten:</p> <p style="padding-left: 20px;">a. de aanvraag die werd goedgekeurd door de Stuurgroep van het Programma met inbegrip van bijlagen (Bijlage I),</p> <p style="padding-left: 20px;">b. de Subsidieovereenkomst tussen het Gemeenschappelijk Technisch Secretariaat van het Programma en de Hoofdpartner (Bijlage II);</p> <p>1. De bijlagen – met inbegrip van alle bepalingen waarop ze zijn gebaseerd en waarnaar ze verwijzen – worden beschouwd als een integrerend deel van deze overeenkomst.</p> |
| <p style="text-align: center;">Article 2 Objet de l'accord de partenariat</p> <p>Par le présent Accord de Partenariat, le Partenaire Chef de File et les autres partenaires de cluster définiront les règles de procédure relatives au travail à effectuer et aux relations qu'ils entretiennent au sein du partenariat transfrontalier mis en place en vue de mener à</p> | <p style="text-align: center;">Article 2 Subject of the Partnership Agreement</p> <p>By the present Partnership Agreement, the Lead Partner and the other cluster partners shall define the rules of procedure for the work to be carried out and the relations that shall govern them within the crossborder Partnership set up in order to complete the above-mentioned cluster as approved by the Programme Steering Group Committee.</p> | <p style="text-align: center;">Artikel 2 Onderwerp van de Partnerschapsovereenkomst</p> <p>Met deze Partnerschapsovereenkomst zullen de Hoofdpartner en de andere clusterpartners de procedureregels voor het uit te voeren werk en de entiteiten die deze zullen beheren binnen het opgerichte grensoverschrijdende Partnerschap vastleggen om het bovenvermelde cluster te voltooien zoals goedgekeurd door de Stuurgroep van het</p> |
| | <p style="text-align: center;">Article 3</p> | |

| | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>bien le cluster ci-dessus mentionné tel qu'il a été approuvé par le Comité de Suivi du Programme.</p> <p style="text-align: center;">Article 3 Durée de l'Accord</p> <p>1. Cet Accord de Partenariat entrera en vigueur rétrospectivement à compter de 30 Janvier 2014</p> <p>2. Il prendra fin à la date à laquelle les partenaires du cluster auront perçu, du partenaire chef de file, leur part FEDER respectueuse dans le cadre de la dernière demande de paiement due au titre du cluster.</p> <p style="text-align: center;">Article 4 Obligations</p> <p>1. Le Partenaire Chef de File et les partenaires s'engagent à mettre tout en œuvre afin de promouvoir la mise en œuvre du cluster tel qu'il est défini à l'Article 1 du présent accord et de garantir le démarrage en temps et heure du cluster ainsi que sa mise en œuvre dans son ensemble en respectant l'échéancier fixé conformément à toutes les obligations envers l'Autorité de Gestion : Région Nord-Pas-de-Calais, Hôtel de Région, 59555 LILLE Cedex, FRANCE.</p> <p>2. Le Partenaire Chef de File remplira toutes les obligations inhérentes à la Convention d'Octroi, au Manuel du Programme, au Programme Opérationnel et au dossier de candidature approuvé, y compris les annexes.</p> | <p style="text-align: center;">Duration of the Agreement</p> <p>1. This Partnership Agreement will enter into force retrospectively from 30 January 2014</p> <p>2. It shall terminate on the date on which the Partners have collected their share of the final transfer of ERDF funds from the Lead Partner intended to settle up the grant awarded within the context of the cluster.</p> <p style="text-align: center;">Article 4 Obligations</p> <p>1. The Lead Partner and the partners commit themselves in doing everything in their power to foster the implementation of the cluster as defined in Article 1 of the present agreement and shall ensure timely commencement of the cluster and implementation of the entire cluster within the time schedule in compliance with all obligations to the Managing Authority: Région Nord-Pas-de-Calais, Hôtel de Région, 59555 LILLE Cedex, FRANCE.</p> <p>2. The Lead Partner shall fulfil all obligations arising from the Subsidy Contract, the Programme Manual, the Operational Programme and the approved application, including annexes.</p> <p>In particular, the Lead Partner shall fulfil the following obligations:</p> <ul style="list-style-type: none"> - Comply with the requirements set in the Subsidy Contract Article 1 Legal framework; | <p>Programma.</p> <p style="text-align: center;">Artikel 3 Duur van de Overeenkomst</p> <p>1. Deze Partnerschapsovereenkomst zal retroactief in werking treden vanaf 30 Januari 2014</p> <p>2. Ze zal worden beëindigd op de dag dat iedere Partner zijn aandeel van de definitieve EFRO betaling ontvangt van de Hoofdpartner, in het kader van dit cluster.</p> <p style="text-align: center;">Artikel 4 Verplichtingen</p> <p>1. De Hoofdpartner en de clusterpartners verbinden zich ertoe om alles in het werk te stellen om de uitvoering van het cluster zoals omschreven in Artikel 1 van deze overeenkomst mogelijk te maken alsook de tijdige start en uitvoering van het cluster in zijn geheel te garanderen met inachtnaam van het tijdschema dat conform alle verplichtingen jegens de Beheersautoriteit afgesloten werd: Région Nord-Pas-de-Calais, Hôtel de Région, 59555 LILLE Cedex, FRANCE.</p> <p>2. De Hoofdpartner zal alle verplichtingen die voortvloeien uit de Subsidieovereenkomst, het Handboek van het Programma, het Operationeel Programma en het goedgekeurde aanvraagdossier, met inbegrip van de bijlagen, vervullen.</p> <p>De Hoofdpartner zal meer bepaald volgende verplichtingen vervullen:</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>En particulier, le Partenaire Chef de File remplira les obligations suivantes :</p> <ul style="list-style-type: none"> - Se conformera aux exigences figurant dans la Convention d'Octroi Article 1 Cadre Légal ; - Se chargera de la coordination, de la gestion et de la mise en œuvre du cluster ; - Représentera le partenariat et se chargera de toutes les tâches liées à la représentation du partenariat, tel que cela est mentionné dans la Convention d'Octroi Article 7 Représentation des Partenaires du cluster, responsabilité ; - Nommera un coordinateur de cluster, un directeur financier et un directeur de la communication conformément aux exigences figurant dans le Manuel du Programme; - Mettra en place un système de contrôle et de gestion, un système de coordination ainsi qu'une piste d'audit fiables et efficaces (conformément au Manuel du Programme) ; - Démarrera et mettra en œuvre le cluster conformément à la description du dossier de candidature (y compris les annexes) approuvé par le Comité de Suivi du Programme ; en respectant l'échéancier de mise en œuvre donné à la fois dans le Dossier de Candidature et dans le Manuel du Programme, tel que le requiert l'Art.20 (1)b) de la Réglementation (EC) n° 1080/2006; | <ul style="list-style-type: none"> - Provide the overall coordination, management and implementation of the cluster; - Represent the partnership and fulfill all the duties rising from representing the partnership, as listed in Subsidy Contract Article 7 Representation of the cluster partners, liability; - Nominate a cluster coordinator, a financial manager and a communication manager in compliance with the requirements set in the Programme Manual; - Setting-up efficient and reliable management and control system, coordination system and audit trail (in compliance with the requirements in the Programme Manual); - Start and implement the cluster according to the description in the application form (including annexes) approved by the Steering Committee of the Programme and according to the implementation schedule given both in the application form and in the Programme Manual, as required by Art.20 (1)b) of Regulation (EC) No 1080/2006; - Ensure that all the expenditure presented by the partners has incurred for the purpose of implementing the cluster and correspond to the activities agreed by the partners and described in the application form and its annexes, as required by Art.20 (1)c) of Regulation (EC) No 1080/2006; - Draw up and present progress reports as defined in the Subsidy Contract Article 5 | <ul style="list-style-type: none"> - Voldoen aan de criteria van Artikel 1 Juridisch kader van de Subsidieovereenkomst; - De algemene coördinatie, het beheer en de uitvoering van het cluster verzekeren; - Het partnerschap vertegenwoordigen en alle plichten die voortvloeien uit de vertegenwoordiging van het partnerschap vervullen, zoals vermeld in Artikel 7 Vertegenwoordiging van de Clusterpartners, aansprakelijkheid, van de Subsidieovereenkomst; - Een clustercoördinator, een financieel manager en een communicatiemanager aanduiden overeenkomstig de criteria vermeld in het Handboek van het Programma; - Een efficiënt en betrouwbaar management- en controlesysteem, coördinatiesysteem en audit spoor opzetten (in overeenstemming met de criteria in het Handboek van het Programma); - Het cluster opstarten en implementeren volgens de beschrijving in het aanvraagformulier (met inbegrip van de bijlagen) dat werd goedgekeurd door de Stuurgroep en in overeenstemming met het clusterimplementatieschema van zowel het aanvraagformulier als het Handboek van het Programma, zoals opgelegd door Art.20 (1)b) van Verordening (EG) Nr. 1080/2006; - Verzekeren dat alle uitgaven van de partners werden gemaakt in het kader van de clusteruitvoering en overeenstemmen met de activiteiten die overeengekomen werden door de partners en die worden beschreven in het |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> - S'assurera que toutes les dépenses présentées par les partenaires ont été engagées dans le but de réaliser le cluster et correspondent aux activités convenues par les partenaires et décrites dans le dossier de candidature et ses annexes, tel que cela est requis par l'Art.20 (1)c) de la Réglementation (EC) No 1080/2006; - Rédigera et présentera des rapports d'avancement tel que cela est défini dans la Convention d'Octroi Article 5 : Demande de paiements et dans le Manuel du Programme ; - Demandera les paiements conformément à la procédure établie dans la Convention d'Octroi Article 5 : Demande de paiements et dans le Manuel du Programme après avoir vérifié que les dépenses des partenaires ont été validées par les contrôleurs de premier niveau (Art.20 (1)d) de la Réglementation (EC) No 1080/2006); - Recevra les paiements de la part de l'Autorité de Certification du Programme et transfèrera des portions de ceux-ci aux partenaires dès que possible, tel que le requiert l'Art.20 (1)e) de la Réglementation (EC) No 1080/2006; - Garantira la saine gestion financière des fonds affectés au cluster, y compris l'organisation du recouvrement des montants payés indument, comme le stipule l'Art.20 (1)a) de la Réglementation (EC) No 1080/2006 ; | <p>Request for payments and in the Programme Manual;</p> <ul style="list-style-type: none"> - Request payments according to the procedure set in Subsidy Contract Article 5 Request for payments and in the Programme Manual after having verified that the expenditure of the partners has been validated by the first level controllers (Art.20 (1)d) of Regulation (EC) No 1080/2006); - Receive payments from the Certifying Authority of the Programme and transfer portions of it to the partners as soon as possible, as required by Art.20 (1)e) of Regulation (EC) No 1080/2006; - Guarantee the sound financial management of the funds allocated to the cluster, including arrangements for recovering amounts unduly paid, as in Art.20 (1)a) of Regulation (EC) No 1080/2006; - Communicate with the Programme Authorities and bodies involved in the Programme implementation and report timely to the cluster partnership; - React promptly to any request by the Programme Authorities and bodies involved in the Programme implementation; - Notify the partners immediately of any event that could lead to a temporary or final discontinuation or any other deviation of the cluster; - Support any audit or control, in compliance with the requirements set in Subsidy Contract | <p>aanvraagformulier en zijn bijlagen, zoals opgelegd door Art.20 (1)c) van Verordening (EG) Nr. 1080/2006;</p> <ul style="list-style-type: none"> - Voortgangsrapporten opstellen en indienen zoals vastgelegd in Artikel 5 Verzoek om betalingen van de Subsidieovereenkomst en in het Handboek van het Programma; - Betalingen aanvragen in overeenstemming met de procedure die wordt vermeld in Artikel 5 Verzoek om betalingen van de Subsidieovereenkomst en in het Handboek van het Programma na geverifieerd te hebben dat de uitgaven van de partners werden gevalideerd door de eerstelijnscontroleurs (Art.20 (1)d) van Verordening (EG) Nr. 1080/2006); - Betalingen ontvangen van de Certificeringsautoriteit van het Programma en de delen ervan zo snel mogelijk overdragen aan de partners zoals opgelegd door Art.20 (1)e) van Verordening (EG) Nr. 1080/2006; - Het goed financieel beheer van de fondsen die aan het cluster werden toegewezen garanderen, met inbegrip van afspraken voor het terugvorderen van ten onrechte betaalde bedragen, zoals bepaald in Art.20 (1)a) van Verordening (EG) Nr. 1080/2006; - Communiceren met de Programma-autoriteiten en organisaties die betrokken zijn bij de Programma-uitvoering en hierover ten gepaste tijde verslag uit te brengen aan het clusterpartnerschap; - Snel reageren op elk verzoek van de Programma-autoriteiten en organisaties die |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> - Communiquera avec les Autorités du Programme et les organismes impliqués dans la mise en œuvre de celui-ci et adressera un compte rendu au partenariat du cluster en temps et heure ; - Réagira rapidement à toute requête émanant des Autorités du Programme et des organismes impliqués dans la mise en œuvre de celui-ci; - Signalera aux partenaires immédiatement tout événement qui pourrait conduire à une interruption temporaire ou définitive ou tout autre écart constaté par rapport au cluster ; - Apportera son appui à tout audit ou contrôle, conformément aux exigences fixées dans le Contrat de Subvention Article 12 Contrôle et audits ; - Archivera correctement la documentation, tel que cela est requis par la Convention d'Octroi Article 11: Archivage de la documentation. <p>1. Chaque partenaire remplira toutes les obligations inhérentes à la Convention d'Octroi, au Manuel du Programme, au Programme Opérationnel et au dossier de candidature approuvé, y compris les annexes.</p> <ul style="list-style-type: none"> - Se conformera aux exigences figurant dans la Convention d'Octroi Article 1: Cadre Légal; - Nommera un directeur de cluster et un directeur financier pour les parties du cluster dont il est responsable et confiera au | <p>Article 12 Control and audits;</p> <ul style="list-style-type: none"> - Properly archive documentation, as required by in Subsidy Contract Article 11 Archiving of documentation. <p>1. Every partner shall fulfil all obligations arising from the Subsidy Contract, the Programme Manual, the Operational Programme and the approved application, including annexes.</p> <ul style="list-style-type: none"> - Comply with the requirements set in the Subsidy Contract Article 1 Legal framework; - nominate a cluster manager and a financial manager for the parts of the cluster for which it is responsible and give the cluster leader the authority to represent the partner in the cluster; - Set-up efficient and reliable management and control system and audit trail at a Cluster Partner level (in compliance with the requirements in the Programme Manual); - Start and implement the part of the cluster for which it is responsible according to the description in the application form (including | <p>betrokken zijn bij de Programma-uitvoering.</p> <ul style="list-style-type: none"> - De partners onmiddellijk op de hoogte brengen van iedere gebeurtenis die zou kunnen leiden tot een tijdelijke of definitieve onderbreking of eender welke andere afwijking van het cluster; - Alle audits of controles ondersteunen, overeenkomstig de criteria vermeld in Artikel 12 Controles en audits van de Subsidieovereenkomst. - De documentatie naar behoren archiveren, zoals opgelegd door Artikel 11 Archiveren van documentatie van de Subsidieovereenkomst. <p>1. Iedere partner zal alle verplichtingen die voortvloeien uit de Subsidieovereenkomst, het Handboek van het Programma, het Operationeel Programma en de goedgekeurde aanvraag, met inbegrip van de bijlagen, vervullen.</p> <ul style="list-style-type: none"> - Voldoen aan de criteria van Artikel 1 Juridisch kader van de Subsidieovereenkomst; - een clustermanager en een financieel manager aanduiden voor de clusterdelen waarvoor hij verantwoordelijk is en de Hoofdpartner de bevoegdheid geven de partner in het cluster te vertegenwoordigen; - Een efficiënt en betrouwbaar management- en controlesysteem en auditspoor opzetten op clusterpartner niveau (in overeenstemming met de criteria in het Handboek van het Programma); - Het clusteronderdeel waarvoor hij |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Chef du Cluster la mission de représenter le partenaire dans le cluster ;</p> <ul style="list-style-type: none"> - Mettra en place un système de contrôle et de gestion, un système de coordination ainsi qu'une piste d'audit fiables et efficaces au niveau du Partenaire du Cluster (conformément aux exigences figurant dans le Manuel du Programme) ; - Démarrera et mettra en œuvre la partie du cluster dont il est responsable conformément à la description qu'il en est faite dans le dossier de candidature (y compris les annexes) approuvé par le Comité de Suivi du Programme et conformément à l'échéancier de mise en œuvre donné dans le Manuel du Programme, tel que cela est requis par l'Art.20 (1)b de la Réglementation (EC) n° 1080/2006; - S'assurera que les dépenses ont été engagées dans le but de mettre en œuvre le cluster et correspondent aux activités convenues par les partenaires et décrites dans le dossier de candidature et ses annexes, tel que le requiert l'Art.20 (1)c de la Réglementation (EC) n° 1080/2006; - Fera vérifier sa part de dépense par un contrôleur de premier niveau, conformément à la procédure figurant dans le Manuel du Programme; - Apportera son assistance au Partenaire Chef de File dans la rédaction et la présentation des rapports d'avancement tel que cela est défini dans la Convention d'Octroi, voir | <p>annexes) approved by the Programme Steering Committee and according to the implementation schedule given both in the application form and in the Programme Manual on eligibility, as required by Art.20 (1)b of Regulation (EC) No 1080/2006;</p> <ul style="list-style-type: none"> - Ensure that expenditure has incurred for the purpose of implementing the cluster and correspond to the activities agreed by the partners and described in the application form and its annexes, as required by Art.20 (1)c of Regulation (EC) No 1080/2006; - Have its share of expenditure verified by a first level controller, according to the procedure set in the Programme Manual; - Support the Lead Partner in drawing up and presenting progress reports as defined in the Subsidy Contract, see Subsidy Contract Article 5 Request for payments and in the Programme Manual; - Support the Lead Partner in preparing the payment requests according to the procedure set in Subsidy Contract Article 5 Request for payments and in the Programme Manual; - Guarantee the sound financial management of the funds allocated to the cluster, in compliance with Subsidy Contract Article 1 Legal framework and the Programme Manual; - Assume the responsibilities set by Art.20 (2)a and b) of Regulation (EC) No 1080/2006; - React promptly to any request of the Lead Partner, of Programme Authorities and bodies | <p>verantwoordelijk is opstarten en implementeren volgens de beschrijving in het aanvraagformulier (met inbegrip van de bijlagen) dat werd goedgekeurd door de Stuurgroep van het Programma en in overeenstemming met het uitvoeringschema van zowel het aanvraagformulier als het Handboek van het Programma, zoals opgelegd door Art.20 (1)b van Verordening (EG) Nr. 1080/2006;</p> <ul style="list-style-type: none"> - Verzekeren dat de uitgaven werden gemaakt in het kader van de clusteruitvoering en overeenstemmen met de activiteiten die overeengekomen werden door de partners en die worden beschreven in het aanvraagformulier en zijn bijlagen, zoals opgelegd door Art.20 (1)c van Verordening (EG) Nr. 1080/2006; - Zijn aandeel van de uitgaven te laten controleren door een eerstelijnscontroleur, in overeenstemming met de procedure vermeld in het Handboek van het Programma. - De Hoofdpartner helpen bij het opstellen en indienen van voortgangsrapporten zoals vastgelegd in Artikel 5 Verzoek om betalingen van de Subsidieovereenkomst en in het Handboek van het Programma; - De Hoofdpartner helpen bij het voorbereiden van de betalingsaanvragen in overeenstemming met de procedure die wordt vermeld in Artikel 5 Betalingsaanvragen van de Subsidieovereenkomst en in het Handboek van het Programma; - Het goed financieel beheer van de fondsen die |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Convention d'Octroi Article 5 : Demande de paiements et dans le Manuel du Programme;</p> <ul style="list-style-type: none"> - Apportera son assistance au Partenaire Chef de File dans la préparation des demandes de paiement conformément à la procédure fixée par la Convention d'Octroi Article 5 : Demande de paiement et dans le Manuel du Programme; - Garantira la saine gestion financière des fonds affectés au cluster, conformément à la Convention d'Octroi Article 1 : Cadre Légal et au Manuel du Programme; - Assumera les responsabilités fixées par l'Art.20 (2)a) et b) de la Réglementation (EC) n° 1080/2006 ; - Réagira rapidement à toute demande émanant du Partenaire Chef de File, des Autorités du Programme et des organismes impliqués dans la mise en œuvre du Programme, en particulier en ce qui concerne les demandes liées à la coordination et à la mise en œuvre du cluster ; - Signalera au chef de file immédiatement tout événement qui pourrait conduire à une interruption temporaire ou définitive ou tout autre écart constaté par rapport au cluster ; - Soutiendra tout audit ou contrôle, conformément aux exigences fixées dans la Convention d'Octroi Article12 : Contrôle et audits ; | <p>involved in the Programme implementation, in particular for what concerns requests related to the coordination and implementation of the cluster;</p> <ul style="list-style-type: none"> - Notify the Lead Partner immediately of any event that could lead to a temporary or final discontinuation or any other deviation of the cluster; - Support any audit or control, in compliance with the requirements set in Subsidy Contract Article12 Control and audits; - Properly archive documentation, as required by Subsidy Contract Article 11 Archiving of documentation. - Reimburse or bear directly the associated partners' costs before the request for payments to the Programme. - Properly archive documentation, as required by in Subsidy Contract Article 11 Archiving of documentation - Reimburse or bear directly the associated partners' costs before the request for payments to the Programme. <p>4. Every associated partner shall fulfil all obligations arising from the official documents such as the Subsidy Contract, the Programme Manual, the Operational Programme and the approved application, including annexes.</p> <ul style="list-style-type: none"> - Shall contribute to the cluster as stated in the | <p>werden toegewezen aan het cluster garanderen, in overeenstemming met Artikel 1 Juridisch kader van de Subsidieovereenkomst en het Handboek van het Programma;</p> <ul style="list-style-type: none"> - De verantwoordelijkheden opnemen die worden vermeld in Art. 20 (2)a) en b) van Verordening (EG) Nr. 1080/2006; - Snel reageren op elk verzoek van de Programma-autoriteiten en organisaties die betrokken zijn bij de Programma-uitvoering, meer bepaald inzake verzoeken die samenhangen met de clustercoördinatie en -uitvoering; - De Hoofdpartner onmiddellijk op de hoogte brengen van iedere gebeurtenis die zou kunnen leiden tot een tijdelijke of definitieve onderbreking of eender welke andere afwijking van het cluster; - Alle audits of controles ondersteunen, in overeenstemming met de criteria vermeld in Artikel 12 Controles en audits van de Subsidieovereenkomst. - De documentatie naar behoren archiveren, zoals opgelegd in Artikel 11 Archiveren van documentatie van de Subsidieovereenkomst. - De kosten van de geassocieerde partners terugbetalen of rechtstreeks dragen alvorens terugbetaling aan het Programma te vragen. <p>4. Elke geassocieerde partner zal alle verplichtingen die voortvloeien uit officiële documenten zoals de Subsidieovereenkomst, het Handboek van het</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>- Archivera correctement la documentation, tel que cela est requis par la Convention d'Octroi Article 11: Archivage de la documentation.</p> <p>- Remboursera ou prendra à charge les coûts des partenaires associés avant la requête de paiement au Programme.</p> <p>4. Chaque partenaire associé sera tenu de respecter les obligations dérivant des documents officiels tels que la convention d'octroi, le manuel du Programme, le Programme Opérationnel et le formulaire de candidature, incluant les annexes.</p> <p>- Contribuera au cluster conformément à la déclaration du partenaire associé et au formulaire de candidature, incluant les annexes.</p> <p>- Réagira promptement à toute requête émanant du chef de file, des autorités du Programme ainsi qu'à tous organismes impliqués dans le développement du Programme, particulièrement en ce qui concerne les requêtes liées à la coordination et au développement du cluster ;</p> <p>- Fournira en bonne et due forme au partenaire formel responsable tous les documents liés aux frais de déplacement et d'hébergement.</p> <p style="text-align: center;">Article 5 Responsabilité</p> <p>1. Chaque partenaire, y compris le Partenaire Chef de File, sera responsable envers les autres partenaires et indemniserà et protégera les autres</p> | <p>Associated Partner Declaration and in the approved application form, including annexes.</p> <p>- React promptly to any request of the Lead Partner, of Programme Authorities and bodies involved in the Programme implementation, in particular for what concerns requests related to the coordination and implementation of the cluster;</p> <p>- Properly provide the liable formal partner with all supporting documentation related to the costs for travel and accommodation</p> <p style="text-align: center;">Article 5 Liability</p> <p>1. Each partner, including the Lead Partner, shall be liable to the other partners and shall indemnify and safeguard the other partners for and from damages and costs resulting from the non-compliance of duties and obligations as set forth in this agreement and its annexes.</p> <p>2. No party shall be held liable for not complying with obligations ensuing from this agreement in case of <i>force majeure</i>. In such a case, the partner involved must announce this immediately in writing to the other partners of the cluster.</p> <p style="text-align: center;">Article 6 Phases</p> | <p>Programma, het Operationeel Programma en de goedgekeurde aanvraag, met inbegrip van de bijlagen, vervullen.</p> <p>- Bijdragen aan de cluster zoals uiteengezet in de geassocieerde partner verklaring en de goedgekeurde aanvraag, met inbegrip van bijlagen.</p> <p>- Snel reageren op elk verzoek van de Hoofdpartner, Programma-autoriteiten en organisaties die betrokken zijn bij de Programma-uitvoering, meer bepaald inzake verzoeken die samenhangen met de clustercoördinatie en -uitvoering.</p> <p>- De verantwoordelijke formele partner alle ondersteunende documenten met betrekking tot de reis- en verblijfkosten naar behoren aanleveren.</p> <p style="text-align: center;">Artikel 5 Aansprakelijkheid</p> <p>1. Elke partner, met inbegrip van de Hoofdpartner, is aansprakelijk jegens de andere partners en zal de andere partners vrijwaren en beschermen tegen alle schade en kosten die voortvloeien uit het niet naleven van de plichten en verplichtingen zoals omschreven in deze overeenkomst en haar bijlagen.</p> <p>2. Geen enkele partij zal aansprakelijk worden gehouden voor het niet naleven van de verplichtingen die uit deze overeenkomst voortvloeien ingeval van overmacht. In een dergelijk geval moet de betrokken</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>partenaires pour et contre les dommages et les frais résultant de la non observation des droits et des obligations tels qu'ils sont exposés dans cet accord et ses annexes.</p> <p>2. Aucune partie ne sera tenue responsable du non respect des obligations qui découlent de cet accord en cas de <i>force majeure</i>. Dans ce cas, le partenaire concerné doit signaler cet état de fait immédiatement par écrit aux partenaires du cluster.</p> <p style="text-align: center;">Article 6 Activités</p> <p>Tous les partenaires se conformeront à l'échéancier, aux actions, aux résultats, aux indicateurs ainsi qu'aux contenus rapportés et détaillés figurant dans le dossier de candidature approuvé et dans ses annexes.</p> <p style="text-align: center;">Article 7 Structure Organisationnelle du Partenariat</p> <p>1. Pour que la gestion du partenariat et la réalisation du cluster soient une réussite, un "Partner Management Comité (PMC)" sera mis en place. Le PMC sera chargé de suivre la mise en œuvre du cluster. Le PMC sera présidé par le Partenaire Chef de File. Ses membres seront composés du Partenaire Chef de File, des partenaires du cluster, Les partenaires associés, et de toutes autres organisations ou de toutes les individualités que le Partenaire Chef de File et les Partenaires jugeront utiles.</p> <p>Le PMC se réunit par phase au moins une fois. Le</p> | <p>All the partners shall adhere to the timetable, actions, outputs, cluster mandatory requirements, indicators and to the contents reported and detailed in the approved application form and in its annexes.</p> <p style="text-align: center;">Article 7 Organisational Structure of the Partnership</p> <p>1. For the successful management of the partnership and completion of the cluster, a 'Cluster Management Committee(PMC) ' will be set up. The PMC will be responsible for monitoring the implementation of the cluster. The PMC will be chaired by the Lead Partner. Its members shall include the Lead Partner, cluster partners, associated partners and any other organizations or individuals deemed appropriate by the Lead Partner and the Partners. The PMC shall meet per phase at least once. The Joint Technical Secretariat might also attend meetings.</p> <p>2. The PMC is responsible for the preparation, execution and decision making about all action within the cluster project. Also the budget breakdown of the cluster will be monitored by the PMC and if necessary the PMC can decide about changes. The PMC also decides about the content of workshops, studies, the event, publication and all communication actions. The LP will prepare all PMC-meetings. Decisions will be made by the majority of votes and if voting is equal the vote of the LP will be the decisive factor.</p> <p style="text-align: center;">Article 8 Cooperation with third parties, delegation and</p> | <p>partner dit onmiddellijk schriftelijk melden aan de andere clusterpartners.</p> <p style="text-align: center;">Artikel 6 Activiteiten</p> <p>Alle partners zullen zich houden aan de clusterplanning, acties, resultaten, indicatoren alsook aan de inhoud zoals beschreven en gedetailleerd in het goedgekeurde aanvraagformulier en zijn bijlagen.</p> <p style="text-align: center;">Artikel 7 Organisatorische structuur van het Partnerschap</p> <p>1. Om het beheer van het partnerschap en de voltooiing van het cluster tot een succes te maken, dient een "Partner Management Comité (PMC)" opgericht te worden. De PMC zal verantwoordelijk zal voor het toezicht op de clusteruitvoering. De PMC zal worden voorgezeten door de Hoofdpartner. De leden zullen onder andere bestaan uit de Hoofdpartner, associated partners, de clusterpartners en eender welke andere organisatie of persoon die de Hoofdpartner en de Partners nuttig achten. De PMC zal elke fase tenminste een maal samenkomen. Ook het Gemeenschappelijk Technisch Secretariaat mag de vergaderingen bijwonen.</p> <p>2. De PMC is verantwoordelijk voor de voorbereiding, uitvoering en besluitvorming met betrekking tot alle acties binnen het cluster project. Ook de begroting van het cluster project wordt door het PMC gemonitord en indien noodzakelijk is het PMC bevoegd daar wijzigingen in aan te brengen. Het PMC besluit over de inhoud van workshops, studies, het event, de publicatie en alle communicatie acties. De LP bereidt alle PMC-meetings voor. Er wordt</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Secrétariat Technique Conjoint pourrait également être présent aux réunions.</p> <p>2. Le PMC est responsable de la préparation, l'exécution et la prise de décision sur toutes les mesures dans le projet de cluster. En outre la répartition du budget de la grappe sera surveillée par le PMC et le cas échéant le PMC peut décider des changements. Le PMC décide également sur le contenu des ateliers, des études, de l'événement, la publication et toutes les actions de communication. Le LP préparer tous les PMC-réunions. Les décisions seront prises à la majorité des voix et si le vote est égal au vote de la LP sera le facteur décisif.</p> <p style="text-align: center;">Article 8 Coopération avec les tiers, délégation et externalisation</p> <p>1. En cas de coopération avec les tiers y compris les fournisseurs de biens/ les prestataires de services, le partenaire de cluster concerné demeurera seul responsable envers le Partenaire Chef de File du cluster en ce qui concerne la conformité avec ses obligations tel que cela est fixé dans l'Accord de Partenariat.</p> <p>2. Le Partenaire Chef de File sera informé par le partenaire de cluster de l'objet et de toute partie d'un contrat conclu avec un tiers.</p> <p>3. Aucun partenaire de cluster n'aura le droit de transférer ses droits et obligations en vertu de cet Accord de Partenariat sans le consentement préalable des autres participants au cluster et des organismes responsables de la mise en œuvre du Programme.</p> | <p style="text-align: center;">outsourcing</p> <p>1. In case of cooperation with third parties including suppliers of good/services, the cluster partner concerned shall remain solely responsible to the Lead Partner concerning compliance with its obligations as set out in this Partnership Agreement.</p> <p>2. The Lead Partner shall be informed by the cluster partner about the subject and party of any contract concluded with a third party.</p> <p>3. No cluster partner shall have the right to transfer its rights and obligations under this Partnership Agreement without the prior consent of the other cluster participants and the responsible Programme implementing bodies.</p> <p>4. Outsourcing to consultants or to suppliers of goods/service shall be undertaken in accordance with procedures set out in the public procurement rules applicable to the contracting partner and in compliance with the EU directives on public procurement.</p> <p style="text-align: center;">Article 9 Assignment, legal succession</p> <p>1. Neither the Lead Partner nor the partners are allowed to assign their duties and rights under this agreement without the prior consent of the other parties to this agreement. The parties to this agreement are aware of the provisions of the Subsidy Contract whereupon the Lead Partner and the cluster partners are allowed to</p> | <p>besloten bij meerderheid van stemmen en bij een gelijkblijvend aantal stemmen, geeft de stem van de LP de doorslag.</p> <p style="text-align: center;">Artikel 8 Samenwerking met derden, delegatie en uitbesteding</p> <p>1. Ingeval van een samenwerking met derde partijen met inbegrip van leveranciers van goederen/diensten, zal de betrokken clusterpartner volledig verantwoordelijk blijven jegens de Hoofdpartner wat betreft de overeenstemming met zijn verplichtingen zoals vastgelegd in deze Partnerschapsovereenkomst.</p> <p>2. De Hoofdpartner zal door de clusterpartner geïnformeerd worden inzake het voorwerp en de inhoud van elke overeenkomst die wordt gesloten met een derde partij.</p> <p>3. Geen enkele clusterpartner zal het recht hebben om zijn rechten en verplichtingen in het kader van deze Partnerschapsovereenkomst over te dragen zonder de voorafgaande toestemming van de andere clusterdeelnemers en de organisaties die verantwoordelijk zijn voor de programma uitvoering.</p> <p>4. De uitbesteding aan deskundigen of leveranciers van goederen/diensten moet plaatsvinden in overeenstemming met de procedures vermeld in de voorschriften voor openbare aanbestedingen die gelden voor de contractpartner en in overeenstemming met de EU-richtlijnen inzake openbare aanbestedingen.</p> <p style="text-align: center;">Artikel 9 Afstand van rechten en plichten, wettelijke opvolging</p> <p>1. De Hoofdpartner noch de partners mogen</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>4. L'externalisation à des consultants ou à des fournisseurs de biens/des prestataires de service se fera conformément à des procédures fixées par les règles de passation des marchés publics applicables au partenaire passant le contrat et conformément aux directives européennes relatives à la passation des marchés publics.</p> <p style="text-align: center;">Article 9 Cession, succession légale</p> <p>1. Ni le Partenaire Chef de File ni les partenaires ne sont autorisés à céder leurs droits et leurs obligations en vertu de cet accord sans le consentement préalable des autres parties à cet accord. Les parties à cet accord connaissent les dispositions de la Convention d'Octroi sur la base desquelles le Partenaire Chef de File et les partenaires du cluster sont autorisés à céder les droits et les obligations, et comme en dispose la Convention d'Octroi, uniquement en obtenant le consentement préalable du Secrétariat Technique Conjoint.</p> <p>2. En cas de succession légale, le Partenaire Chef de File ou le partenaire concerné a l'obligation de transférer tous les devoirs en vertu de cet accord au successeur légal.</p> <p style="text-align: center;">Article 10 Budget du Cluster et éligibilité des dépenses</p> <p>1. Le Partenaire Chef de File et les partenaires du cluster mettront en œuvre le cluster</p> | <p>assign duties and rights as laid down in the Subsidy Contract only by obtaining the prior written consent of the Joint Technical Secretariat.</p> <p>2. In the case of legal succession, the Lead Partner or the partner concerned is obliged to transfer all duties under this agreement to the legal successor.</p> <p style="text-align: center;">Article 10 Cluster Budget and eligibility of expenditure</p> <p>1. The Lead Partner and cluster partners shall implement the cluster according to the budget reported in the approved application form and annexes.</p> <p>2. The eligibility of expenditure will be determined in compliance with the documents mentioned in the Subsidy Contract, Article 1 Legal framework.</p> <p style="text-align: center;">Article 11 Budgetary and financial management, accounting principles</p> <p>1. The Lead Partner is the sole responsible party to the Joint Technical Secretariat and the Managing Authority for the budgetary and financial management of the operation. The Lead Partner shall be responsible for the realisation of payment claims on behalf of the partnership and the transfer of the payment to its partners as well as for an application for budget reallocation according to the procedure explained in the Programme Manual.</p> | <p>hun plichten en rechten in het kader van deze overeenkomst afstaan zonder de voorafgaande toestemming van de andere partijen van deze overeenkomst. De partijen van deze overeenkomst zijn op de hoogte van de bepalingen van de Subsidieovereenkomst op basis waarvan de Hoofdpartner en de clusterpartners verplichtingen en rechten kunnen toewijzen zoals vastgelegd in de Subsidieovereenkomst, namelijk enkel middels het verkrijgen van de voorafgaande schriftelijke toestemming van het Gemeenschappelijk Technisch Secretariaat.</p> <p>2. Ingeval van een wettelijke opvolging, is de Hoofdpartner of de betrokken partner verplicht alle plichten in het kader van deze overeenkomst over te dragen aan de wettelijke opvolger.</p> <p style="text-align: center;">Artikel 10 Clusterbudget en subsidiabiliteit van de uitgaven</p> <p>1. De Hoofdpartner en clusterpartners zullen het cluster implementeren overeenkomstig het budget vermeld in het goedgekeurde aanvraagformulier en de bijlagen.</p> <p>2. De subsidiabiliteit van de uitgaven zal worden bepaald in overeenstemming met de documenten vermeld in Artikel 1 Juridisch kader van de Subsidieovereenkomst.</p> <p style="text-align: center;">Artikel 11 Budgettair en financieel beheer, boekhoudkundige principes</p> <p>1. De Hoofdpartner is de enige verantwoordelijke partij jegens het</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>conformément au budget rapporté dans le dossier de candidature approuvé et les annexes.</p> <p>2. L'éligibilité des dépenses sera déterminée conformément aux documents mentionnés dans la Convention d'Octroi, Article 1 : Cadre Légal.</p> <p style="text-align: center;">Article 11 Gestion budgétaire et financière, principes comptables</p> <p>1. Le Partenaire Chef de file est seul responsable envers le Secrétariat Technique Conjoint et l'Autorité de Gestion de la gestion budgétaire et financière de l'opération. Le Partenaire Chef de File sera chargé d'effectuer les demandes de paiement pour le compte du partenariat et de transférer les paiements à celui-ci, il sera responsable de la demande de réaffectation du budget conformément à la procédure expliquée dans le Manuel du Programme.</p> <p>2. Pour chaque créance financière, suite au versement des fonds au Partenaire Chef de File, celui-ci versera, dès que possible, les sommes affectées à chaque partenaire par virement bancaire. Il ne sera procédé à aucune déduction, rétention et aucune autre charge particulière ne sera appliquée.</p> <p>3. Le Partenaire Chef de File doit s'assurer de l'exactitude des rapports comptables et financiers et des documents rédigés par les partenaires. Le Partenaire Chef de File peut demander de plus amples informations, documentations et preuves aux partenaires, à cet effet.</p> <p>4. Chaque partenaire sera reconnu responsable de</p> | <p>2. For each financial claim, following payment of funds to the Lead Partner, the Lead Partner shall pay, as soon as possible, the sums assigned to each partner by bank transfer. No deduction, retention or further specific charge shall be made.</p> <p>3. The Lead Partner must ensure the correctness of the accounting and financial reports and documents drawn up by the partners. The Lead Partner may request further information, documentation and evidence from the partners to that effect.</p> <p>4 Every partner will be held responsible for its budget up to the amount as to which the partner participates in the operation.</p> <p>5. According to the Art 60(d) of the Council regulation (EC) 1083/2006, every partner commits to maintain either a separate accounting system or an adequate accounting code for all transactions relating to the operation without prejudice to national accounting rules keeping separate accounts. The accounting system shall provide for registration in Euros (EUR; €) of total expenses (expenditure) and of the return (income) related to the operation.</p> <p>6. Accounting reports or other documents, including copies of all pieces of evidence (invoices, documents related to tender, bank statements, etc.) shall be submitted to the Lead Partner or to the body appointed to that effect, in accordance with the schedule and requirements stipulated by the Lead Partner. The partners are obliged to have their expenditure validated by a first level controller, according to the procedure set in the Programme Manual.</p> <p>7. In default of evidence or in the event of non-</p> | <p>Gemeenschappelijk Technisch Secretariaat en de Beheersautoriteit voor het budgettaire en financieel beheer van het cluster. De Hoofdpartner zal verantwoordelijk zijn voor het uitvoeren van de betalingsaanvragen in naam van het partnerschap en het doorstorten van middelen aan de clusterpartner. De Hoofdpartners zal verantwoordelijk zijn voor aanvragen tot budgetterschikkingen in overeenstemming met de procedure in het Handboek van het Programma.</p> <p>2. Voor elke financiële vordering, tengevolge de betaling van fondsen aan de Hoofdpartner, zal de Hoofdpartner zo snel mogelijk de bedragen die aan elke partner werden toegewezen, betalen via bankoverschrijving. Er zal geen korting, inhouding of andere specifieke last kunnen worden toegepast.</p> <p>3. De Hoofdpartner moet de correctheid van de boekhouding, de financiële verslagen en de documenten die door de partners werden opgesteld verzekeren. De Hoofdpartner kan hiertoe verdere informatie, documentatie en bewijsstukken vragen aan de partners.</p> <p>4. Iedere partner zal aansprakelijk worden gehouden voor zijn budget ten belope van het bedrag waarvoor de partner deelneemt aan de operatie.</p> <p>5. Overeenkomstig Artikel 60, lid d van Verordening (EG) 1083/2006, verbindt iedere partner zich ertoe voor alle transacties betreffende de concrete acties hetzij een afzonderlijk boekhoudsysteem, hetzij een passende boekhoudkundige code gebruiken, zonder afbreuk te doen aan nationale boekhoudregels. Het boekhoudsysteem vereist een registratie in Euro (EUR; €) van de totale kosten (uitgaven) en opbrengsten (inkomsten) betreffende de operatie.</p> <p>6. Boekhoudkundige verslagen of andere documenten, met inbegrip van alle kopieën van bewijsstukken (facturen, documenten betreffende de openbare aanbestedingen, bankrekeningafschriften,</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>son budget à hauteur du montant au niveau duquel le partenaire participe à l'opération.</p> <p>5. Conformément à l'art. 60(d) du Règlement du Conseil (CE) 1083/2006, chaque partenaire s'engage à tenir soit un système de comptabilité séparé, soit une codification comptable adéquate pour toutes les transactions relatives à l'opération, sans préjudice des règles comptables nationales. Le système de comptabilité sera tenu en euro (EUR; €) pour les dépenses totales (dépenses) et pour la déclaration (recettes) liées à l'opération.</p> <p>6. Les rapports comptables ou autres documents, y compris des copies de toutes les preuves (factures, documents liés aux appels d'offre, relevés de compte bancaire, etc.) seront présentés au Partenaire Chef de File ou à l'organisme nommé à cet effet, selon l'échéancier et les exigences fixés par le Partenaire Chef de File. Les partenaires ont l'obligation de faire valider leurs dépenses par un contrôleur de premier niveau, d'après la procédure fixée dans le Manuel du Programme.</p> <p>7. Faute de preuve ou en cas de non respect des règles relatives à l'éligibilité des dépenses, le Partenaire Chef de File demandera aux partenaires de rédiger à nouveaux les documents financiers présentés. En cas de non observation réitérée, le Partenaire Chef de File sera en droit de rejeter les dépenses déclarées par un partenaire. Dans ce cas, le Partenaire Chef de File a l'obligation d'informer le partenaire concerné du rejet de la dépense déclarée et du motif de ce rejet. Le Secrétariat Technique Conjoint devra aussi être informé.</p> | <p>fulfilment of the rules concerning eligibility of expenditure, the Lead Partner shall ask the partners to redraft the submitted financial documents. In case of repeated non-fulfilment, the Lead Partner shall be entitled to deny the expenditure declared by a partner. In that case, the Lead Partner is obliged to inform the partner concerned on the denial of the expenditure declared and the motivation thereto; also the Joint Technical Secretariat of the Programme shall be informed.</p> <p style="text-align: center;">Article 12 Modification of the work plan and budget reallocation</p> <p>1. Before applying for a budget reallocation according to the procedure set in the Programme Manual, the Lead Partner shall obtain the approval of its partners.</p> <p>2. Any request for amendment of the Subsidy Contract presented by the Lead Partner according to the Programme Manual shall be authorised by the partners of the cluster beforehand, as detailed in Part B of this partnership agreement.</p> <p style="text-align: center;">Article 13 Monitoring, Evaluation and Reporting</p> <p>1. The Lead Partner has overall responsibility for monitoring the actions undertaken by the cluster</p> | <p>enz.) zullen aan de Hoofdpartner of de daartoe aangeduide instantie worden voorgelegd, in overeenstemming met het schema en de criteria die de Hoofdpartner heeft vastgelegd. De partners zijn verplicht om hun uitgaven te laten controleren door een eerstelijnscontroleur, in overeenstemming met de procedure vermeld in het Handboek van het Programma.</p> <p>7. Bij gebrek aan bewijzen of ingeval de regels betreffende de subsidiabiliteit van de uitgaven niet werden nageleefd, zal de Hoofdpartner de partners vragen de ingediende financiële documenten te herwerken. Bij herhaalde niet-nakoming, zal de Hoofdpartner het recht hebben de uitgaven die de betrokken partner aangaf te weigeren. In dat geval is de Hoofdpartner verplicht de betrokken partner in te lichten over de weigering van de aangegeven uitgaven evenals de reden daartoe; het Gemeenschappelijk Technisch Secretariaat van het Programma wordt eveneens op de hoogte gebracht.</p> <p style="text-align: center;">Artikel 12 Wijziging van het werkplan en budgetwijziging</p> <p>1. Alvorens een budgetwijziging aan te vragen overeenkomstig de procedure vermeld in het Handboek van het Programma, moet de Hoofdpartner de goedkeuring van zijn partners verkrijgen.</p> <p>2. Elk verzoek van de Hoofdpartner tot wijziging van de Subsidieovereenkomst overeenkomstig het Handboek van het Programma moet vooraf worden goedgekeurd door de clusterpartners, zoals omschreven in Deel B van deze Partnerschapsovereenkomst.</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: center;">Article 12 Modification du programme de travail et réaffectation du budget</p> <p>1. Avant de demander la réaffectation d'un budget conformément à la procédure figurant dans le Manuel du Programme, le Partenaire Chef de File obtiendra l'approbation de ses partenaires.</p> <p>2. Toute demande de modification de la Convention d'Octroi présentée par le Partenaire Chef de File conformément au Manuel du Programme sera autorisée par les partenaires du cluster à l'avance, tel que cela est détaillé dans la Partie B de cet accord de partenariat.</p> <p style="text-align: center;">Article 13 Suivi, Evaluation et Reporting</p> <p>1. Le Partenaire Chef de File est globalement responsable du suivi des actions menées par les partenaires du cluster et ce de façon continue. Les exigences de suivi, d'évaluation et de reporting pour tous les partenaires sont fixées dans le Manuel du Programme et dans la convention d'Octroi Article 5 : Demande de paiements.</p> <p>2. Le Partenaire Chef de File est chargé de présenter les rapports d'avancement, les éventuels rapports intermédiaires demandés, le rapport final au Secrétariat Technique Conjoint tout au long de la durée de vie du cluster. Le but de ces rapports est décrit dans le Manuel du Programme. Les périodes auxquelles se font les rapports figurent dans la Convention d'Octroi ainsi que dans les</p> | <p>partners on an on-going basis. Monitoring, evaluation and reporting requirements for all partners are set in the Programme Manual and in the Subsidy Contract Article 5 Request for payments.</p> <p>2. The Lead Partner is responsible for submitting the progress reports, interim reports, the final report to the Joint Technical Secretariat through the cluster lifetime. The purpose of these reports is described in the Programme Manual. The reporting periods as laid down in the Subsidy Contract as well as instructions in the reporting forms shall be observed.</p> <p>3. Each cluster partner is obliged to supply the Lead Partner with all information that the latter deems necessary for the preparation of above reports and for any other specific documentation that might be requested by the Cluster Management Committee or the Programme Authorities.</p> <p>4. The Lead Partner shall systematically keep the partners informed on a regular basis of all relevant communication with the bodies implementing the cluster.</p> <p style="text-align: center;">Article 14 Controls and audits</p> <p>1. For audit purposes, the Lead Partner and the cluster partners shall:</p> <p>a) Agree to have their expenditure controlled and validated by a first level controller as specified in the Subsidy Contract in Article 5 Request for payments, Article 7.3.b, Article 12 Control and audits and in the</p> | <p style="text-align: center;">Artikel 13 Toezicht, Evaluatie en Rapportering</p> <p>1. De Hoofdpartner draagt de algemene verantwoordelijkheid voor en zorgt voor het continue toezicht op de acties die door de clusterpartners worden ondernomen. De criteria inzake toezicht, evaluatie en rapportering voor alle partners worden vermeld in het Handboek van het Programma en in Artikel 5 Betalingsaanvragen van de Subsidieovereenkomst.</p> <p>2. De Hoofdpartner is gedurende de clusterduur verantwoordelijk voor het indienen van de voortgangsrapporten, de eventueel gevraagde tussentijdse rapporten en het eindrapport aan het Gemeenschappelijk Technisch Secretariaat. Het doel van deze rapporten wordt beschreven in het Handboek van het Programma. De rapporteringperiodes zoals vermeld in de Subsidieovereenkomst evenals de instructies inzake de rapporteringformulieren moeten worden nageleefd.</p> <p>3. Elke clusterpartner is verplicht alle informatie aan de Hoofdpartner te verschaffen die deze laatste nodig acht voor de voorbereiding van bovenstaande rapporten en voor elke andere specifieke documentatie die de Cluster Stuurgroep of de Programma-autoriteiten zouden kunnen opvragen.</p> <p>4. De Hoofdpartner zal de partners systematisch en op regelmatige basis informeren inzake alle relevante communicatie met de organisaties die het cluster implementeren.</p> <p style="text-align: center;">Artikel 14 Controles en audits</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>instructions spécifiques données dans les formulaires des rapports qui devront être respectées.</p> <p>3. Chaque partenaire de cluster a l'obligation de fournir au Partenaire Chef de File toutes les informations que ce dernier juge nécessaire pour la préparation des rapports ci-dessus mentionnés et pour toute documentation particulière qui pourrait être demandée par le Comité de Gestion du Cluster ou les Autorités du Programme.</p> <p>4. Le Partenaire Chef de File informera systématiquement les partenaires de façon régulière de toute communication pertinente avec les organismes mettant en œuvre le cluster</p> <p style="text-align: center;">Article 14 Contrôles et audits</p> <p>1. Aux fins de mener un audit, le Partenaire Chef de File et les partenaires du cluster :</p> <p>a) Accepteront de faire contrôler et valider leurs dépenses par un contrôleur de premier niveau tel que cela est précisé dans la Convention d'Octroi l'Article 5 : Demande de paiements, Article 7.3.b, Article 12 : Contrôle et audits et dans le Manuel du Programme.</p> <p>b) Conserveront tous les fichiers, les documents et les données concernant le cluster tel que le requiert la Convention d'Octroi Article 11 : Archivage de la documentation.</p> <p>c) Procéderont à tous les arrangements nécessaires pour s'assurer que tout audit effectué par les organismes d'audit des Organismes</p> | <p>Programme Manual;</p> <p>b) Retain all files, documents and data concerning the cluster as required by the Subsidy Contract Article 11 Archiving of documentation.</p> <p>c) Make all the necessary arrangements to ensure that any audit performed by auditing bodies of the European bodies, European Commission Services, the European Court of Auditors, other auditing bodies of the participating Member and Partner States or other national auditing bodies as well as the Managing Authority, the Certifying Authority and the Joint Technical Secretariat can be carried out, by producing all documents required for the above controls and audit, providing and giving access to all the necessary information and documents supporting the audit trail, giving access to business premises, as in Article 12 of the Subsidy Contract.</p> <p>2. The information concerning the reality and validity of actions and expenses eligible for funding provided by each cluster partner shall engage only his own responsibility.</p> <p style="text-align: center;">Article 15 Communication and Publicity</p> <p>1. The cluster partners shall implement the communication and publicity measures in accordance with the cluster application and Structural Funds Commission Regulations on information and publicity measures to be carried out by the Member States concerning assistance from</p> | <p>1. Voor audit doeleinden zullen de Hoofdpartner en de clusterpartners:</p> <p>a) Aanvaarden hun uitgaven te laten controleren en valideren door een eerstelijnscontroleur zoals vermeld in Artikel 5 Betalingsaanvragen, Artikel 7.3.b, Artikel 12 Controles en audits van de Subsidieovereenkomst en het Handboek van het Programma .</p> <p>b) Alle bestanden, documenten en gegevens betreffende het cluster bewaren zoals opgelegd door Artikel 11 Archiveren van documentatie van de Subsidieovereenkomst.</p> <p>c) Alle nodige voorzieningen treffen om te verzekeren dat iedere audit die wordt uitgevoerd door auditinstanties van de Europese organisaties, de Diensten van de Europese Commissie, de Europese Rekenkamer, andere auditinstanties van de deelnemende Lid- en Partnerstaten of andere nationale audit-instanties evenals de Beheersautoriteit, de Certificeringsautoriteit en het Gemeenschappelijk Technisch Secretariaat volbracht kan worden en alle documenten opstellen die vereist zijn voor bovenstaande controles en audits, toegang geven tot of aanleveren van alle nodige informatie en documenten die het auditspoor ondersteunen en toegang geven tot hun lokalen, volgens Artikel 12 van de Subsidieovereenkomst.</p> <p>1. De informatie betreffende de realiteit en de geldigheid van de acties en uitgaven die subsidiabel zijn voor financiering en geleverd worden door iedere clusterpartner vallen enkel onder de verantwoordelijkheid van deze laatste.</p> <p style="text-align: center;">Artikel 15</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Européens, des Services de la Commission Européenne, de la Cour des Comptes Européenne, d'autres organismes d'audit des Etats Membres et partenaires ou autres autorités nationales d'audit ainsi que de l'Autorité de Gestion, l'Autorité de Certification et du Secrétariat Technique Conjoint peut être mené à bien, en produisant tous les documents requis pour les contrôles et audits ci-dessus, en donnant accès à toutes les informations et documents nécessaires afin de faciliter la piste d'audit, en donnant accès aux locaux, tel qu'en dispose l'Article 12 de la Convention d'Octroi.</p> <p>2. Les informations concernant la réalité et la validité des actions et des dépenses éligibles au financement fournies par chaque partenaire de cluster n'engagent que sa propre responsabilité.</p> <p style="text-align: center;">Article 15 Communication et Publicité</p> <p>1. Les partenaires du cluster mettront en œuvre les mesures en matière de communication et de publicité conformément au dossier de candidature du cluster, aux réglementations de la Commission pour les Fonds Structurels sur les mesures en matière d'information et de publicité à mettre en œuvre par les Etats Membres concernant l'assistance apportée par les Fonds Structurels. Ils joueront un rôle actif dans toutes actions organisées en vue de diffuser les résultats du cluster. Toute mesure en matière de relations publiques sera coordonnée par le Partenaire Chef de File.</p> <p>2. Tous les partenaires se conformeront aux exigences fixées à l'Article 8 : Publicité de la</p> | <p>the Structural Funds. They shall play an active role in any actions organised to disseminate the results of the cluster. Any public relations measure shall be coordinated by the Lead Partner.</p> <p>2. All partners shall comply with the requirements set in Article 8 Publicity of the Subsidy Contract.</p> <p style="text-align: center;">Article 16 Dissemination of cluster outcomes</p> <p>1. The Lead Partner and the other cluster partners shall take note of the fact that the results of the cluster may be made available to the public and they agree that the results of the cluster shall be available for all interested parties.</p> <p>2. They furthermore commit to playing an active role in any actions organised to capitalize on, disseminate and valorize the results of the cluster.</p> <p>3. All partners shall comply with the requirements set in Article 8 Publicity of the Subsidy Contract.</p> <p style="text-align: center;">Article 17 Intellectual Property Rights</p> <p>The Lead Partner and the cluster partners shall ensure that all the conditions set by Article 9 Intellectual and industrial property rights on the cluster of the Subsidy Contract are complied with.</p> | <p style="text-align: center;">Communicatie en Publiciteit</p> <p>1. De clusterpartners zullen de communicatie- en publiciteitsacties implementeren in overeenstemming met de clusteraanvraag en de Structuurfondsen verordeningen van de Commissie inzake informatie- en publiciteitsacties die moeten worden uitgevoerd door de Lidstaten betreffende bijstand van de Structuurfondsen. Ze zullen een actieve rol spelen in alle acties die worden georganiseerd om de resultaten van het cluster te verspreiden. Iedere "public relations" actie zal worden gecoördineerd door de Hoofdpartner.</p> <p>2. Alle partners zullen voldoen aan de criteria vermeld in Artikel 8 Publiciteit van de Subsidieovereenkomst.</p> <p style="text-align: center;">Artikel 16 Verspreiding van de clusterresultaten</p> <p>1. De Hoofdpartner en de andere clusterpartners nemen nota van het feit dat de clusterresultaten openbaar gemaakt kunnen worden en aanvaarden dat de clusterresultaten ter beschikking gesteld worden aan geïnteresseerde partijen.</p> <p>2. Bovendien verbinden ze zich ertoe een actieve rol te spelen in alle acties die worden georganiseerd om te kapitaliseren op de clusterresultaten, om deze te verspreiden en te valoriseren.</p> <p>3. Alle partners zullen voldoen aan de criteria vermeld in Artikel 8 Publiciteit van de Subsidieovereenkomst.</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Convention d'Octroi.</p> <p style="text-align: center;">Article 16 Diffusion des résultats du cluster</p> <p>1. Le Partenaire Chef de File et les autres partenaires de cluster prendront note du fait que les résultats du cluster peuvent être mis à disposition du public et ils acceptent que les résultats du cluster soient mis à la disposition de toutes les parties intéressées.</p> <p>2. Ils s'engagent également à jouer un rôle actif dans toutes actions organisées afin de tirer profit, diffuser et valoriser les résultats du cluster.</p> <p>3. Tous les partenaires se conformeront à toutes les exigences figurant à l'Article 8 : Publicité de la Convention d'Octroi.</p> <p style="text-align: center;">Article 17 Droits de la propriété Intellectuelle</p> <p>Le Partenaire Chef de File et les partenaires du cluster s'assureront que toutes les conditions fixées par l'Article 9 : Droits de la propriété intellectuelle et industrielle se rapportant au cluster dans la Convention d'Octroi, sont respectés.</p> <p style="text-align: center;">Article 18 Non respect des obligations ou retard, remboursement</p> <p>1. Chaque partenaire a l'obligation d'informer rapidement le Partenaire Chef de File et de fournir à ce dernier tous les détails nécessaires si des événements pouvant mettre en danger la mise en</p> | <p style="text-align: center;">Article 18 Non-fulfilment of obligations or delay, reimbursement</p> <p>1. Every partner is obliged to promptly inform the Lead Partner and to provide the latter with all necessary details should there be events that could jeopardise the implementation of the cluster.</p> <p>2. Should one of the partners be in default, the Lead Partner shall warn the respective partner to comply within a maximum of one month. The Lead Partner shall make every effort to contact the partners to resolve difficulties. A detailed procedure is described in Part B of this partnership agreement.</p> <p>3. Should the non-fulfilment of obligations continue, the Lead Partner may decide to exclude the partner concerned from the cluster, with approval of the Cluster Management Committee. The Joint Technical Secretariat of the Programme shall be informed immediately if the Lead Partner intends to exclude a partner from the cluster.</p> <p>4. The excluded partner is obliged to refund to the Lead Partner any programme funds received which it cannot prove on the day of exclusion that they were used for the implementation of the cluster according to the rules of eligibility of expenditure.</p> <p>5. In case of non-fulfilment of a partner's obligation having financial consequences for the funding of the cluster as a whole, the Lead Partner may demand compensation to cover the sum involved.</p> <p>6. In the event of total or partial incompleteness of obligations of any of the cluster partners or in the</p> | <p style="text-align: center;">Artikel 17 Intellectuele eigendomsrechten</p> <p>De Hoofdpartner en de clusterpartners zullen zich ervan verzekeren dat er wordt voldaan aan alle voorwaarden van Artikel 9 "Intellectuele en industriële eigendomsrechten betreffende het cluster" van de Subsidieovereenkomst.</p> <p style="text-align: center;">Artikel 18 Niet-naleving van verplichtingen of vertraging, terugbetaling</p> <p>1. Iedere partner heeft de verplichting de Hoofdpartner snel te informeren en de laatstgenoemde alle nodige details te bezorgen indien er zich gebeurtenissen voordoen die de clusteruitvoering in gevaar kunnen brengen.</p> <p>2. Indien één van de partners in gebreke blijft, moet de Hoofdpartner de betrokken partner melden dat hij binnen de maand zijn verplichtingen moet zijn nagekomen. De Hoofdpartner moet al het nodige doen om de partners te contacteren om de moeilijkheden op te lossen. Een gedetailleerde procedure wordt beschreven in Deel B van deze partnerschapsovereenkomst.</p> <p>3. Indien de niet-naleving van de verplichtingen blijft aanhouden, mag de Hoofdpartner beslissen de betrokken partner uit te sluiten van deelname aan het cluster met de toestemming van de Clusterstuurgroep. Het Gemeenschappelijk Technisch Secretariaat van het Programma zal onmiddellijk worden geïnformeerd indien De Hoofdpartner van plan is een partner uit te sluiten van deelname aan het cluster.</p> <p>4. De uitgesloten partner is verplicht alle programmafondsen die hij ontving en waarvan hij op de dag van uitsluiting niet kan bewijzen dat ze werden gebruikt voor de clusteruitvoering, terug te betalen aan de Hoofdpartner overeenkomstig de</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>œuvre du cluster devaient survenir.</p> <p>2. Si l'un des partenaires s'avère défaillant, le Partenaire Chef de File notifiera au partenaire respectif de remédier à cet état de fait dans un délai maximum d'un mois. Le Partenaire Chef de File mettra tout en œuvre pour contacter les partenaires afin de résoudre les difficultés. Une procédure détaillée est décrite dans la Partie B de cet accord de partenariat.</p> <p>3. Si le non respect des obligations devait persister, le Partenaire Chef de File peut décider d'exclure du cluster le partenaire concerné, avec l'approbation du Comité de gestion du Cluster. Le Secrétariat Technique Conjoint du Programme sera informé immédiatement si le Partenaire Chef de File a l'intention d'exclure un partenaire du cluster.</p> <p>4. Le partenaire exclu a l'obligation de rembourser au Partenaire Chef de File tous les fonds du programme reçus dont il ne peut prouver au jour de l'exclusion qu'ils ont été utilisés pour la mise en œuvre du cluster conformément aux règles de l'éligibilité des dépenses.</p> <p>5. Au cas où le non-respect de l'obligation d'un partenaire aurait des conséquences financières pour le financement du cluster dans son ensemble, le Partenaire Chef de File peut demander une compensation afin de couvrir la somme concernée.</p> <p>6. En cas de non respect total ou partiel des obligations de quelque partenaire du cluster que ce soit ou en cas d'erreurs matérielles dans l'exécution effective des activités du cluster, le(s) Partenaire(s) du Cluster responsable(s) de l'inexécution totale/partielle s'engage (nt) à</p> | <p>event of material errors in the effective execution of cluster activities, the Cluster Partner(s) responsible for total/partial incompleteness undertakes to reimburse the Lead Partner any funds that have been unduly received, within two weeks following notification.</p> <p style="text-align: center;">Article 19 Demand for repayment by the Managing Authority</p> <p>Should the Managing Authority of the Programme in accordance with the provisions of the Subsidy Contract Article 10 "Right of termination" demand repayment of subsidy, every partner is obliged to transfer its portion of the repayment amount to the Lead Partner. The Lead Partner shall, without delay, provide the letter by which the Managing Authority has asserted the repayment claim and notify every partner of the amount repayable. The repayment amount is due within one month following the notification by the Lead Partner.</p> <p>In case the amount repayable shall be subject to interest, the interest rate will be determined in accordance with the provisions of the art 10 of the subsidy contract and would be applied to each partner responsible of the delay and proportionally to the amount repayable (the Subsidy Contract "Article 10 -Right of termination" shall apply by analogy).</p> | <p>regels inzake de subsidiabiliteit van uitgaven.</p> <p>5. Indien een partner zijn verplichtingen niet naleeft en dit financiële gevolgen heeft voor de financiering van het cluster in zijn geheel, mag de Hoofdpartner een compensatie eisen om het betreffende bedrag te dekken.</p> <p>6. Ingeval eender welke van de clusterpartners gedeeltelijk of volledig aan zijn verplichtingen verzaakt of ingeval van materiële fouten in de uiteindelijke uitvoering van de clusteractiviteiten, verbindt (verbinden) de Clusterpartner(s) die verantwoordelijk is (zijn) voor de gedeeltelijke/volledige niet-uitvoering zich ertoe de Hoofdpartner alle fondsen die hij/ze ten onrechte heeft/hebben ontvangen terug te betalen binnen de twee weken na de in kennisstelling.</p> <p style="text-align: center;">Artikel 19 Vraag tot terugbetaling door de Beheersautoriteit</p> <p>Indien de Beheers- of Certificeringsautoriteit van het Programma in overeenstemming met de bepalingen van Artikel 10 "Recht van opzeg" van de Subsidieovereenkomst de terugbetaling van de subsidies zou vragen, is iedere partner verplicht zijn aandeel in het terug te betalen bedrag aan de Hoofdpartner over te dragen. De Hoofdpartner zal onverwijld de brief waarmee de Beheersautoriteit het verzoek om terugbetaling bevestigd heeft ter beschikking stellen en iedere partner het terug te betalen bedrag meedelen. Het terug te betalen bedrag is verschuldigd binnen de maand na de</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>rembourser au Partenaire Chef de File tous fonds indument perçus, dans les deux semaines suivant la notification.</p> <p style="text-align: center;">Article 19 Demande de remboursement de la part de l'Autorité de Gestion</p> <p>Si l'Autorité de Gestion/de Certification du Programme, conformément aux dispositions de la Convention d'Octroi « Article 10 : Droit de résiliation », demandait le remboursement de la subvention, chaque partenaire a l'obligation de transférer sa part du montant du remboursement au Partenaire Chef de File. Le Partenaire Chef de File transmettra, sans retard, le courrier par lequel l'Autorité de Gestion a réclamé le remboursement et notifié à chaque partenaire le montant à rembourser. Le montant remboursable est dû dans le mois suivant la notification de la part du Partenaire Chef de File.</p> <p>Dans le cas où le montant remboursable est soumis à intérêt, le taux d'intérêt sera déterminé en accord avec les provisions établies à l'article 10 de la convention d'octroi et devra être appliqué à chaque partenaire responsable du retard et proportionnellement au montant remboursable (les dispositions de la Convention d'Octroi « Article 10 : Droit de résiliation » s'appliqueront par analogie).</p> | <p style="text-align: center;">Article 20 Disputes between partners</p> <p>1. In case of any disputes among themselves, the cluster partners are obliged to work towards an amicable settlement. The Lead Partner shall inform the Cluster Partners about the dispute.</p> <p>2. In Part B of the present partnership agreement the partners shall describe the procedures that have to be followed in the framework of the amicable settlement.</p> <p>3. In the case amicable settlement is not possible the dispute will be finally decided in accordance with the jurisdiction of the country where the Lead Partner is located.</p> <p style="text-align: center;">Article 21 Working Language</p> <p>1. The working language of this Partnership shall be English</p> <p>2. The English version of the partnership agreement shall be the binding one.</p> <p style="text-align: center;">Article 22</p> | <p>inkennisstelling door de Hoofdpartner. In geval het terug te betalen bedrag aan interesten is onderworpen, zal de rentevoet vastgesteld worden overeenkomstig de bepalingen van artikel 10 van het Subsidiecontract en zal op iedere partner toegepast worden die verantwoordelijk is voor de vertraging en dit proportioneel volgens het terug te betalen bedrag (de bepalingen van Artikel 10 "Recht van opzeg" van de Subsidieovereenkomst zijn dienovereenkomstig van toepassing).</p> <p style="text-align: center;">Artikel 20 Geschillen tussen partners</p> <p>1. Indien er zich een geschil voordoet tussen partners, zijn de Clusterpartners verplicht om tot een minnelijke schikking te komen. De Hoofdpartner informeert de Cluster Partners over dit geschil.</p> <p>2. In Deel B van onderhavige overeenkomst beschrijven de partners de te volgen procedures die bij minnelijke schikking worden gevolgd.</p> <p>3. In geval een minnelijke schikking niet mogelijk is, zal over het geschil worden beslist overeenkomstig de wetgeving van het land waar de Hoofdpartner is gevestigd.</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: center;">Article 20 Litiges entre partenaires</p> <p>1. En cas de litiges entre eux, les partenaires du cluster sont tenus d'essayer de le résoudre par un arrangement à l'amiable. Le partenaire chef de file devra informer les partenaires du cluster de l'état de la situation concernant ce litige.</p> <p>2. Dans la Partie B du présent accord de partenariat, les partenaires devront décrire les procédures qui doivent être suivies dans le cadre de l'arrangement à l'amiable.</p> <p>3. Dans le cas où l'arrangement à l'amiable n'est pas possible, le différend sera réglé en dernier lieu conformément à la juridiction du pays où le partenaire chef de file est localisé.</p> <p style="text-align: center;">Article 21 Langue de travail</p> <p>1. La langue de travail de ce Partenariat sera l'Anglais</p> <p>2. La version Anglaise de l'accord de partenariat prendra un caractère contraignant.</p> <p style="text-align: center;">Article 22 Loi applicable, langues de traduction</p> <p>Cet accord est régi par la loi Hollandaise</p> | <p style="text-align: center;">Applicable law</p> <p>This agreement is governed by Dutch law</p> <p style="text-align: center;">Article 23 Nullity</p> <p>If any provision in this agreement should be wholly or partly ineffective, the parties to this agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.</p> <p style="text-align: center;">Article 24 Amendment of the Partnership Agreement, withdrawals</p> <p>1. This agreement shall only be amended in writing by means of an amendment to that effect signed by all parties involved. Any modification to the present Partnership Agreement shall form the subject of a rider to this contract, which shall be submitted for the approval of all the signatory Cluster Partners.</p> <p>2. Modifications to the cluster that have been approved by the Programme Authorities, in compliance with the procedure set in the Programme Manual, can be carried out without amending the agreement.</p> <p>3. The Lead Partner and the cluster partners agree not to withdraw from the cluster unless there are unavoidable reasons to do so. If this were to happen, the Lead Partner and the cluster partners</p> | <p style="text-align: center;">Artikel 21 Werktaal</p> <p>1. De werktal van dit Cluster Partnerschap is Engels</p> <p>2. De Engelse versie van deze partnerschapsovereenkomst is bindend.</p> <p style="text-align: center;">Artikel 22 Toepasselijke wetgeving, vertalingen</p> <p>Op deze overeenkomst is het Nederlands recht van toepassing</p> <p style="text-align: center;">Artikel 23 Nietigheid</p> <p>Indien een bepaling van deze overeenkomst geheel of gedeeltelijk nietig zou zijn, zullen de partijen van deze overeenkomst zich ertoe verbinden de nietige bepaling te vervangen door een geldige bepaling die zo dicht mogelijk aansluit bij het doel van de nietige bepaling.</p> <p style="text-align: center;">Artikel 24 Wijziging van de Partnerschapsovereenkomst, terugtrekkingen</p> <p>1. Deze overeenkomst kan enkel schriftelijk worden gewijzigd middels een daartoe voorzien amendement dat werd ondertekend door alle betrokken partijen. Elke wijziging aan deze Partnerschapsovereenkomst zal het voorwerp</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: center;">Article 23 Nullité</p> <p>Si toute disposition de cet accord s'avérait totalement ou partiellement sans effet, les parties à cet accord s'engagent à remplacer la disposition sans effet par une disposition valide se rapprochant le plus possible de la disposition qui était sans effet.</p> <p style="text-align: center;">Article 24 Modification de l'accord de partenariat, retraits</p> <p>1. Cet accord ne sera modifié que par écrit par le biais d'un amendement à cet effet signé par toutes les parties impliquées. Toute modification apportée au présent Accord de Partenariat prendra la forme d'un avenant à ce contrat, qui sera soumis à l'approbation de tous les Partenaires du Cluster signataires.</p> <p>2. Les modifications apportées au cluster qui ont été approuvées par les autorités du Programme, conformément à la procédure établie dans le Manuel du Programme, peuvent être réalisées sans réviser le présent accord.</p> <p>3. Le Partenaire Chef de File et les partenaires du cluster conviennent de ne pas se retirer du cluster sauf si des motifs incontournables les poussent à le faire. Si cela devait se produire, le Partenaire Chef de File et les partenaires du cluster mettront tout en œuvre pour couvrir la contribution du Partenaire du cluster qui se retire, soit en se chargeant de ses tâches soit en demandant à un</p> | <p>shall endeavour to cover the contribution of the withdrawing Cluster Partner, either by assuming their tasks or by asking one or more new cluster partners to join the partnership.</p> <p style="text-align: center;">Article 25 Lapse of time</p> <p>Legal proceedings concerning any issue ensuing from this agreement may not be lodged before the courts more than three years after the claim was constituted. In the event of legal proceedings concerning a claim to refund funds, a period of three years following the last transfer shall be applied.</p> <p style="text-align: center;">Article 26 Domicile</p> <p>1. To the effect of this agreement, the partners shall irrevocably choose domicile at the address stated in the application form (Annex 1) where any official notifications can be lawfully served.</p> <p>2. Any change of domicile shall be forwarded to the Lead Partner within 15 days following the change of address by registered mail.</p> <p style="text-align: center;">Article 27 Force Majeure</p> <p>No party shall be held liable for not complying with obligations ensuing from this Partnership Agreement should the non-compliance be caused by force majeure.</p> | <p>uitmaken van een aanvullende clause bij deze overeenkomst, die zal worden ingediend ter goedkeuring door alle ondertekenende Clusterpartners.</p> <p>2. Wijzigingen aan het cluster die werden goedgekeurd door de Programma-autoriteiten in overeenstemming met de procedure vermeld in het Handboek van het Programma, kunnen worden uitgevoerd zonder de overeenkomst te wijzigen.</p> <p>3. De Hoofdpartner en de clusterpartners komen overeen om zich niet terug te trekken uit het cluster tenzij er onvermijdbare redenen zijn om dit te doen. Indien dat zou gebeuren, zullen de Hoofdpartner en de clusterpartners proberen de deelname van de terugtrekkende Clusterpartner te dekken, ofwel door diens taken op zich te nemen of door een of meerdere nieuwe clusterpartners uit te nodigen deel te nemen aan het partnerschap.</p> <p style="text-align: center;">Artikel 25 Verjaring</p> <p>Gerechtelijke acties betreffende alle geschillen die uit deze overeenkomst voortvloeien kunnen niet meer dan drie jaar nadat de eis werd uitgevaardigd voor de rechtbank worden ingediend. Ingeval van een gerechtelijke procedure betreffende een eis om fondsen terug te storten, zal een periode van drie jaar na de laatste overdracht worden toegepast.</p> <p style="text-align: center;">Artikel 26 Woonplaats</p> <p>1. Voor de uitvoering van deze overeenkomst zullen de partners hun woonplaats onherroepelijk kiezen op het adres dat wordt vermeld op het aanvraagformulier (Bijlage 1) waar alle officiële kennisgevingen geldig worden gedaan.</p> <p>2. Elke wijziging van woonplaats zal via aangetekende zending aan de Hoofdpartner worden</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>ou plusieurs nouveaux partenaires de cluster de se joindre au partenariat.</p> <p style="text-align: center;">Article 25 Temps d'attente</p> <p>Les poursuites relatives à tout problème découlant de cet accord ne peuvent pas être entamées plus de trois ans après que la plainte ait été déposée. En cas de poursuite concernant une demande de remboursement de fonds, une période de trois ans suite au dernier transfert sera appliquée.</p> <p style="text-align: center;">Article 26 Domicile</p> <p>1. Pour la bonne application du présent contrat, les partenaires éliront domicile de façon irrévocable à l'adresse mentionnée dans le dossier de candidature (Annexe 1) à laquelle toutes les notifications officielles peuvent être légalement signifiées.</p> <p>2. Tout changement de domicile sera communiqué au Partenaire Chef de File dans les 15 jours suivant le changement d'adresse par courrier recommandé.</p> <p style="text-align: center;">Article 27 Cas de force Majeure</p> <p>Aucune partie ne sera tenue responsable du non respect des obligations découlant de cet accord de Partenariat si un cas de force majeure devait être la cause du non respect de ces obligations. Pour les cas de force majeure, référence doit être faite à la loi en vigueur (Art.22)</p> | <p>As for cases of "force majeure" reference shall be made to the law in force (Art.22).</p> <p style="text-align: center;">PART B</p> <p style="text-align: center;">Article 28 Project management and decision making</p> <p>The project management team (PMT) will be composed with a project manager, project coordinator, communication manager and financial manager. This PMT is responsible for the overall project coordination, the implementation of joint actions, meetings, event, publication, progress report and proposal phase 2.</p> <p>The PMC will monitor the progress of the project and all actions based on the notes and reports delivered by the Partners. The PMC will decide about the content of all actions and about the proposal for phase 2. Also the budget breakdown will be monitored by the PMC and the PMC will decide about changes when necessary based on proposal of the Lead Partner. Also changes in actions are only possible if the PMC has decided about this.</p> <p>By principle will PMC decisions only be made by consensus. In the case that the partners decide to vote about a proposition, each partner has one vote. Associated partners, and other members of the PMC are not entitled to vote. If voting is equal the vote of the LP will be the decisive factor.</p> <p>In case of disputes between partners a arbitration committee will be settled with 3 members: each</p> | <p>gemeld binnen de 15 dagen na de adreswijziging.</p> <p style="text-align: center;">Artikel 27 Overmacht</p> <p>Geen enkele partij zal aansprakelijk worden gehouden voor het niet naleven van de verplichtingen die voortvloeien uit deze Partnerschapsovereenkomst ingeval van overmacht.</p> <p>Indien een geval van overmacht zich voordoet wordt verwezen naar de wetgeving die van kracht is (Art.22)</p> <p style="text-align: center;">DEEL B</p> <p style="text-align: center;">Artikel 28 Project management en besluitvorming</p> <p>De Hoofdpartner zal een project management team. (PMT) samenstellen bestaande uit de project manager, project coördinator, communicatiemanager en financieel manager. Het PMT is verantwoordelijk voor de overal project coördinatie, de implementatie van gezamenlijke acties, bijeenkomsten, evenement, publicatie, voortgangsrapportage en voorstel fase 2.</p> <p>De PMC ziet toe op de voortgang van het project en alle acties daarbinnen op basis van de aangeleverde stukken van de Hoofdpartner. De PMC besluit over de invulling van alle acties en het voorstel voor fase 2. Ook de begroting wordt door de PMC bewaakt en zij besluit indien noodzakelijk over budgetwijzigingen op voorstel van de Hoofdpartner. Ook over eventuele wijzigingen in het werkplan kan alleen door de PMC besloten worden.</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: center;">PARTIE B</p> <p style="text-align: center;">Article28 Gestion et de prise de décision du projet</p> <p>L'équipe de gestion de projet (PMT) sera composée d'un gestionnaire de projet , coordinateur de projet , responsable de la communication et responsable financier. Ce PMT est responsable de la coordination globale du projet , la mise en œuvre d'actions conjointes , des réunions, événements , publication, rapport de progrès et proposition de la phase 2 .</p> <p>Le PMC suivra les progrès du projet et toutes les actions sur la base des notes et des rapports fournis par les partenaires. Le PMC se prononcera sur le contenu de toutes les actions et sur la proposition de la phase 2. En outre la répartition du budget sera assuré par le PMC et PMC décidera des changements si nécessaire sur la base de la proposition du LP. Également des changements dans les actions ne sont possibles que si le PMC a décidé à ce sujet.</p> <p>En principe les décisions du PMC ne seront prises que par consensus. Dans le cas où les partenaires décident de voter sur une proposition, chaque partenaire dispose d'une voix. Les partenaires associés, et d'autres membres du PMC n'ont pas le droit de voter. Si le vote est égal, le vote du LP sera le facteur décisif.</p> <p>En cas de litige entre les partenaires, un comité d'arbitrage sera réglé avec 3 membres : chaque partie choisira un membre et ces deux choisiront</p> | <p>party will choose one member and those two will choose an independent member. The decision of this committee binds all parties.</p> <p style="text-align: center;">Article 29 Liability</p> <p>In addition to Article 5 of this Partnership Agreement, the Lead Partner and partners agree:</p> <p>1. Except for gross negligence or intent of a partner, the total liability of a partner against any other partners or any third party relating to this Agreement will be at any time limited to max one (1) time the amount of the received grant.</p> <p>2. Liability claims of any of the project partners by third party (s), cannot be seen as a liability claim to the other project partners of this partnership agreement and should only be handled by the project partners who is liable.</p> | <p>In principe zullen PMC besluiten bij consensus genomen. Indien de partners besluiten dat er gestemd moet worden over een voorstel heeft iedere partner heeft één stem. Associated partners en eventueel andere leden van de PMC zijn niet stemgerechtigd. Bij stakende stemmen is de stem van de Hoofdpartner doorslaggevend.</p> <p>In geval van geschillen wordt er een arbitragecommissie ingesteld welke zal bestaan uit 3 leden: elke geschilpartij benoemd er 1 en die 2 benoemen een onafhankelijke derde. De uitspraak van deze geschillencommissie is bindend voor alle partijen.</p> <p style="text-align: center;">Artikel 29 Aansprakelijkheid</p> <p>In aanvulling op artikel 5 van deze partnerschapsovereenkomst komen de hoofdpartner and partners overeen:</p> <p>1. Behoudens grove schuld of opzet van een partner, zal de totale aansprakelijkheid van een partner jegens andere partners of een derde met betrekking tot deze Overeenkomst te allen tijde gemaximeerd zijn tot één (1) maal het ontvangen subsidie bedrag.</p> <p>2. Aansprakelijkheidstelling van één van de project deelnemers door externe partij(en), is geen aansprakelijkheidstelling van de overige projectdeelnemers van deze partnerschapsovereenkomst en dient derhalve enkel door de aansprakelijk gestelde projectdeelnemer te worden afgehandeld.</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>un membre indépendant. La décision de ce comité lie toutes les parties.</p> <p style="text-align: center;">Article 29 responsabilité</p> <p>En plus de l'article 5 de cet accord de partenariat , le partenaire chef de file et les partenaires s'accordent :</p> <p>Une . Sauf pour faute lourde ou d'intention d'un partenaire , la responsabilité totale d'un partenaire contre les autres partenaires ou de tiers ayant trait au présent Accord sera à tout moment limitée au maximum une (1) fois le montant de la subvention reçue .</p> <p>2 . Des réclamations de responsabilité de l'un des partenaires du projet par tiers (s) , ne peuvent pas être considérées comme une action en responsabilité pour les autres partenaires de ce contrat de partenariat du projet et ne doivent être traités par les partenaires du projet , qui est responsable .</p> | <p style="text-align: center;">Article 30 Project sustainability</p> <p>Partner agree to create a sustainable project, this implies;</p> <ol style="list-style-type: none"> 1. All partners agree on the principles of 'Sustainability' of the approved application form. 2. All partners work according the Project aims and objectives as mentioned in the approved Application form, that focus on sustainability. 3. All project partners will keep any developed prototype UAV systems (UAV's including relevant sensors and the fully equipped Mobile control station) intact as one functional system, after the project period ends. 4. All partners agree on the need of a central location within the 2Seas Area with the aim of attracting future UAV related research projects to this site as well as secured storage and maintenance of the prototype UAV systems. The partners have selected Airbase Woensdrecht in the Southern Netherlands for this purposes since this site also hosts the project office. 5. Any UAV systems that are built in the BERISUAS project shall be freely available for any non-commercial use for all of the project partners for a period of 5 years after the end of the BERISUAS project. Partners can use of the UAV systems in consultancy with the other project partners and on a | <p style="text-align: center;">Artikel 30 Duurzaamheid</p> <p>Partners komen overeen een duurzaam project te creëren, dit betekent:</p> <ol style="list-style-type: none"> 1 . Alle partners zijn het eens over de principes van 'Duurzaamheid ' uit het goedgekeurde aanvraagformulier. 2 . Alle partners werken volgens de Project doelstellingen zoals vermeld in het goedgekeurde Aanvraagformulier, die zich richten op duurzaamheid. 3 . Alle projectpartners zullen elk ontwikkeld prototype UAV-systeem (UAV met inbegrip van relevante sensoren en de volledig uitgeruste mobiele controle station) behouden als een functioneel systeem na afloop van het project . 4 . Alle partners het eens over de noodzaak van een centrale locatie binnen de 2Seas omgeving met als doel de toekomstige UAV onderzoeksprojecten aantrekken op deze lokatie, alsmede beveiligde opslag en het onderhoud van het prototype UAV- |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: center;">Article 30 Durabilité du projet</p> <p>Les partenaires conviennent de créer un projet durable . Ceci implique ;</p> <ol style="list-style-type: none"> 1. Tous les partenaires s'accordent sur les principes de «durabilité» du formulaire de candidature approuvé . 2 . Tous les partenaires travaillent selon les buts et objectifs à longue terme du projet tel que mentionné dans le formulaire approuvé. 3 . Tous les partenaires du projet maintiendront en place les systèmes de drones développés (UAV y compris les capteurs et la station de contrôle mobile entièrement équipée) comme un système fonctionnel après la fin du projet . 4. Tous les partenaires sont d'accord sur la nécessité d'un emplacement central dans la zone 2Seas dans le but d'attirer les futurs projets de recherche de drones liées à ce site ainsi que le stockage et l'entretien des systèmes de drones prototypes fixé. Les partenaires ont choisi la base aérienne de Woensdrecht aux Pays-Bas du Sud pour cette application puisque ce site héberge également le bureau de projet . 5. Tous les systèmes de drones qui sont construits dans le projet BERISUAS sont disponibles gratuitement pour tout usage non-commercial pour l'ensemble des partenaires du projet pour une période de 5 ans après la fin du projet BERISUAS. Les partenaires peuvent utiliser des systèmes de drones en conseillant les autres | <p>fair use basis.</p> <p>6. The UAV systems that are built for the project shall be stationed at the Airbase Woensdrecht after the end of the project</p> | <p>systemen. De partners hebben de vliegbasis Woensdrecht geselecteerd in Zuid-Nederland voor deze doeleinden , want deze herbergt ook het projectbureau.</p> <p>5 . Elke UAV-systeem die is gebouwd in het BERISUAS project is vrij beschikbaar voor niet - commercieel gebruik voor alle projectpartners voor een periode van 5 jaar na het einde van het BERISUAS project . Partners kunnen gebruik maken van de UAV -systemen in overleg met de andere projectpartners en op een fair-use basis.</p> <p>6 . De UAV -systemen die zijn gebouwd voor het project moeten worden gestationeerd op de vliegbasis Woensdrecht na afloop van het project.</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Cluster Partner 2
University of Southampton**

Name:

Signature:

Date:

**Cluster Partner 3
REWIN Projecten B.V.**

Name:

Signature:

Date:

| | | |
|--|-------------------------------------------------------------------------------------------------------------------------------|--|
| | <p>Cluster Partner 4 Veiligheidsregio Zeeland</p> <p>Name:</p> <p>Signature:</p> <p>Date:</p> | |
|--|-------------------------------------------------------------------------------------------------------------------------------|--|

| | | |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <p>Cluster Partner 5 Brandweer Gent</p> <p>Dhr. Paul Teerlinck, stadssecretaris Stad Gent 05/03/2014</p> <p>Dhr. Daniël Termont, burgemeester Stad Gent 05/03/2014</p> <p>Lt.-kol. ir. Christian Van De Voorde,</p> | <p>Cluster Partner 5 Brandweer Gent</p> <p>Dhr. Paul Teerlinck, stadssecretaris Stad Gent 05/03/2014</p> <p>Dhr. Daniël Termont, burgemeester Stad Gent 05/03/2014</p> |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| <p>Cluster Partner 5 Brandweer Gent</p> <p>Dhr. Paul Teerlinck, stadssecretaris Stad Gent 05/03/2014</p> <p>Dhr. Daniël Termont, burgemeester Stad Gent 05/03/2014</p> <p>Lt.-kol. ir. Christian Van De Voorde, officier-dienstchef Brandweer Gent 05/03/2014</p> | <p>officier-dienstchef Brandweer Gent 05/03/2014</p> <p>Cluster Partner 6 Unmanned aviation Solutions B.V.</p> <p>Name:</p> <p>Signature:</p> <p>Date</p> | <p>Lt.-kol. ir. Christian Van De Voorde, officier-dienstchef Brandweer Gent 05/03/2014</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|

**Cluster Partner 7
ENSTA Bretagne**

Name:

Signature:

Date:



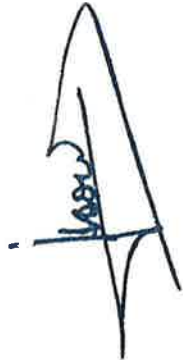


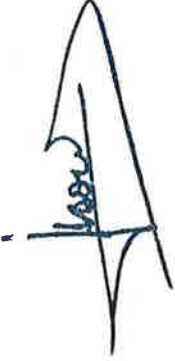
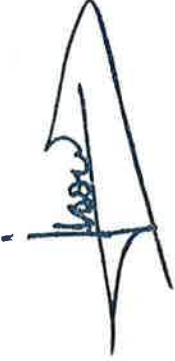





Annexes

Annex I Approved application form including its annexes

Annex II Subsidy Contract between the Managing Authority of the Programme and the Lead Partner

| | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Annexes Annexe I Dossier de candidature approuvé y compris ses annexes Annexe II Convention d'octroi entre l'Autorité de gestion du Programme et le Partenaire Chef de File</p> | | <p>Bijlagen Bijlage I De goedgekeurde aanvraag en haar bijlagen Bijlage II de Subsidieovereenkomst tussen de Beheersautoriteit van het Programma en de Hoofdpartner</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



| | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Cluster Partner 5 Brandweer Gent</p>  <p>D. Van Campenhout Adjunct-Stadssecretaris Dhr. Paul Teerlinck, stadssecretaris Stad Gent 05/03/2014</p> |  <p>Dhr. Daniël Termont, burgemeester Stad Gent 05/03/2014</p> <p>Mathias De Clercq wnd. burgemeester</p> |  <p>Lt.-kol. ir. Christian Van De Voorde,  officier-dienstchef Brandweer Gent 05/03/2014</p> |
| <p>Cluster Partner 5 Brandweer Gent</p>  <p>D. Van Campenhout Stadssecretaris Stad Gent Dhr. Paul Teerlinck, stadssecretaris Stad Gent 05/03/2014</p> |  <p>Dhr. Daniël Termont, burgemeester Stad Gent 05/03/2014</p> <p>Mathias De Clercq wnd. burgemeester</p> |  <p>Lt.-kol. ir. Christian Van De Voorde,  officier-dienstchef Brandweer Gent 05/03/2014</p> |
| <p>Cluster Partner 5 Brandweer Gent</p>  <p>D. Van Campenhout Stadssecretaris Stad Gent Dhr. Paul Teerlinck, stadssecretaris Stad Gent 05/03/2014</p> |  <p>Dhr. Daniël Termont, burgemeester Stad Gent 05/03/2014</p> <p>Mathias De Clercq wnd. burgemeester</p> |  <p>Lt.-kol. ir. Christian Van De Voorde,  officier-dienstchef Brandweer Gent 05/03/2014</p> |