



ANNEX C

STANDARD CONDITIONS OF GRANT

PEACEPLUS PROGRAMME

(EU Cross-Border Programme for Peace and Reconciliation and Territorial Cooperation 2021-2027 in Northern Ireland and the Border Counties of Ireland)

VERSION NO. 1.0

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Standard Conditions of Grant

DEFINITIONS

In these Standard Conditions of Grant and in the Letter of Offer (as defined) the following words and expressions shall have the meanings set out:

“Accounting Function”	the Programme body responsible for making submissions to the Commission and making payments to the Lead Partner. Formerly known as the Certifying Authority, it is comprised by staff drawn from within SEUPB.
“Additional Conditions”	the additional conditions specific to the Project as detailed in the Letter of Offer.
“Applicant”	the body or organisation (not being an individual) identified in the Letter of Offer as making an application for financial assistance.
“Application Form”	refers to the latest approved version of the Application Form. This constitutes the application form on JEMS, plus any changes approved by SEUPB or the Steering Committee, and communicated to the project.
“Audit Authority”	The Programme body with responsibility for carrying out audits on a sample basis to ensure compliance with the necessary rules and regulations. The Audit Authority also gives an independent audit opinion to the EU Commission. The Audit Authority is located within the Department of Public Expenditure, NPD Delivery and Reform (DPENDPDR), Ireland; and will be supported by a group of auditors in Department of Finance (DOF), Northern Ireland.
“Budget”	the financial breakdowns and budget detailed in the Letter of Offer.
“Commission”	the European Commission.
“Controllers”	controllers undertake management verifications on projects. The purpose of control is to ensure the legality and regularity of expenditure declared by each partner participating in a project complies with the applicable law and the Programme Manual and that the funded products and services were delivered and paid.
“Data Sharing Agreement”	the data sharing agreement between SEUPB and the Lead Partner in the form set out in Annex D to the Letter of Offer.

“Eligible”	in relation to Project costs means the costs of the Project which are approved as eligible for financial assistance from the European Community within the terms the Letter of Offer, and subject to the provisions of the Programme and EU Regulations (as further detailed in the Programme Manual (Chapter 6 Financial Rules and Eligibility of Costs)). “Eligibility” should be construed accordingly.
“End Beneficiaries”	individuals or organisations who are the final end users or beneficiaries of Project products or services.
“ERDF”	European Regional Development Fund and/or the UK ERDF equivalent.
“EU Regulations”	all legislation and guidelines of the European Union applicable to the Programme, including but not limited to the Common Provisions Regulation (CPR) ¹ , European Regional Development Fund (ERDF) and Cohesion Fund Regulation ² and European Territorial Cooperation Regulation ³ .
“Force Majeure”	any circumstance not within the reasonable control of SEUPB and/or Project Partners and cannot be overcome despite their reasonable endeavours: including without limitation acts of God, natural disasters, epidemic or pandemic, terrorist attack, civil commotion, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relation, nuclear, chemical or biological contamination, any law or any action taken by a government or public authority, collapse of buildings, fire, explosion or accident, any labour or trade dispute, strike, industrial action or lockout or interruption or failure of utility service.
“Form of Acceptance”	the form of acceptance included as Annex A to the Letter of Offer.
“Grant”	the financial assistance available to the Lead Partner for the costs of the Project; this is made up of ERDF and match-funding monies as further defined in the Letter of Offer.

¹ Regulation (EU) 2021/1060 of the European Parliament and of the Council of 24 June 2021 laying down common provisions on the European Regional Development Fund, the European Social Fund Plus, the Cohesion Fund, the Just Transition Fund and the European Maritime, Fisheries and Aquaculture Fund and financial rules for those and for the Asylum, Migration and Integration Fund, the Internal Security Fund and the Instrument for Financial Support for Border Management and Visa Policy

² Regulation (EU) 2021/1058 of the European Parliament and of the Council of 24 June 2021 on the European Regional Development Fund and on the Cohesion Fund

³ Regulation (EU) 2021/1059 of the European Parliament and of the Council of 24 June 2021 on specific provisions for the European territorial cooperation goal (Interreg) supported by the European Regional Development Fund and external financing instruments

“Grant Contract”	the agreement between SEUPB and the Lead Partner which is formed when the Lead Partner and Managing Authority have accepted the Letter of Offer in accordance with the provisions of condition 1.4 below and which incorporates the Letter of Offer, the Standard Conditions of Grant, a Data Sharing Agreement, the latest approved version of the Application Form and the Programme Manual .
“Interreg Programme”	Interreg is one of the key instruments of the European Union (EU) supporting cooperation across borders through project funding. Its aim is to jointly tackle common challenges and find shared solutions in fields such as health, environment, research, education, transport, sustainable energy and more. There are several Interreg funding Programmes across European territories including PEACEPLUS.
“Irregularity”	<p>(1) any breach to applicable law result from an act of omission which has or could have the effect of prejudicing the budget of the European Union (2) any breach of or non-adherence to the terms of the Letter of Offer and these Standard Conditions of Grant; (3) the omission of information from accounting records, financial statements, or other records, reports or documents which could have an effect on the entitlement of the Lead Partner or any Applicant to assistance; and which could include (by way of example only):</p> <ul style="list-style-type: none"> • errors with material adverse consequences • the misuse of finance or other resources • any malpractice or omission in the management, supervision or delivery of the Project • any illegal or fraudulent action in connection with the Project • the falsification of records or documents • the misstatement, omission or failure to provide detail of events, transactions or any required information.
“JEMS”	Programme monitoring system - a tool for project applicants and project partners to create and submit application forms. It also allows the Programme bodies to monitor the implementation of the projects as well as of the Programme itself. It should be noted that Jems is not a management tool for project partners.
“Joint Secretariat”	programme body responsible for issuing calls for applications, receiving, and assessing application forms, acting as the primary contact point for Project Partners during the

	implementation of their Projects. It is comprised of staff from SEUPB.
“Lead Partner”	the body or organisation (not being an individual) identified in the Letter of Offer who is an Applicant and who will have overall administrative and financial responsibility for the implementation of the Project as set out more fully in the Letter of Offer. The Lead Partner fulfills the functions of the lead beneficiary as set out within the EU Regulations and as more particularly specified in Regulation (EU) 2021/1059 Article 26.
“Letter of Offer”	the letter of offer in relation to the Grant from SEUPB to the Lead Partner, which includes its Annexes, which form part of the Letter of Offer.
“Managing Authority”	the authority responsible for coordinating and managing the Programme and which is comprised of staff from SEUPB.
“MA Assurance Team”	the team that will provide ongoing assurance controls performed that are complementary to the risk-based management verifications performed by Controllers and will provide further assurance to the Managing Authority on the regularity of expenditure certified by Controllers.
“Match Funding Contribution”	The financial contribution to a project that comes from non-EU sources. In the case of the PEACEPLUS Programme, this means contribution to the finances of a project other than the ERDF. The match funding contribution can be public and/or private money. When added to the ERDF funding, this comprises the total project cost. In most cases in PEACEPLUS, the match funding will be contributed by the Sponsoring Departments in Northern Ireland and Ireland.
“Monitoring Committee”	the Programme Monitoring Committee is the main decision-making body of the Programme. As specified in the Programme Manual.
“Notification of Approval”	letter issued by SEUPB to the Lead Partner confirming approval of a submitted application form or modification request. Any changes to the application form or modification request submitted required by the Steering Committee will be communicated to the Lead Partner in the letter.
“Output and Result Indicators”	Output Indicator: A measurement that represents the specific deliverable or product of the Programme’s activity or intervention. More precisely, an output is considered to be everything that is obtained in exchange for public expenditure. Outputs are normally under the

entire responsibility of project partners who report on them through the monitoring system. Result Indicator: An indicator to measure the effects of the interventions supported, with particular reference to the direct addressees, population targeted or users of infrastructure.

“Partners” and each one a “Partner” means the Lead Partner and the Project Partners.

“Partnership Agreement” an agreement between the Lead Partner and Project Partners and which (1) defines their respective duties, functions and responsibilities in the implementation of the Project and (2) is signed by the parties before funding is drawn down.

“Peace Learning Platform” a repository and archive of key records related to the various generations of the PEACE Programmes.

“Post Project Evaluation” the evaluation form to be submitted by the Lead Partner prior to the expiry of the Project Lifetime which shall be in the format as required by SEUPB and which shall include details regarding the achievement of the Output and Result Indicators.

“Privacy Notice” A privacy notice is a public document from an organisation that explains how that organisation processes personal data and how it applies data protection principles.

“Programme” the PEACEPLUS Programme (2021-2027) is a cross-border funding Programme designed to support peace and prosperity across Northern Ireland and the border counties of Ireland ;

“Programme Manual” the manual setting out the rules and procedures related to the Programme as may be amended, extended or replaced from time to time.

“Project” the Project as described in the latest approved version of the Application Form, which is an annex to the Letter of Offer.

“Project Contact Officer” the named individual, employed by the Lead Partner, whose contact details are recorded on JEMS for the purpose of being the chief point of contact between SEUPB and the project.

“Project Lifetime” the lifetime of the Project as detailed in the Letter of Offer or as otherwise agreed in writing between the parties in accordance with the terms of the Grant Contract.

“Project Partner” a party to the application for Grant, who is a body

	or organisation (not being an individual) undertaking all or part of the Project, and who is listed in the definition of Project Partner in the Letter of Offer.
“Records”	evidence documenting that the Project has been delivered in line with the Letter of Offer.
“SEUPB”	the Special European Union Programmes Body.
“Standard Condition of Grant”	these conditions.
“Steering Committee”	the Programme Steering Committee specified in the Programme Manual and on SEUPB’s website.

INTERPRETATION

In these Standard Conditions of Grant, unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa;
- (b) words referring to the masculine include the feminine and neuter and vice versa;
- (c) including means including without limitation;
- (d) where an act is required to be performed promptly, it must be performed as soon as reasonably possible from the moment when the act could reasonably have been performed, having regard to all of the circumstances;
- (e) a reference to any party shall be construed as including, where relevant, successors in title to that party, and that party’s permitted assigns and transferees (if any);
- (f) a reference to a person includes individuals, unincorporated bodies, government entities, companies and corporations;
- (g) a reference to a condition is to a condition of these Standard Conditions of Grant; and
- (h) a reference to these Standard Conditions of Grant or any other agreement or document is a reference to that document as amended, novated, supplemented, restated or replaced from time to time in accordance with its terms.

GENERAL CONDITIONS OF GRANT

1. INTRODUCTION

- 1.1 The Letter of Offer is an offer to the Lead Partner which on acceptance, along with the Standard Conditions of Grant and Programme Manual (together the “**Grant Contract**”), will constitute the legal basis for the commitment of Grant to the Project. The Lead Partner should read the Grant Contract documentation carefully before accepting the offer of Grant. It is a condition of Grant that all activities and expenditure relating to the Project must be in conformity with the criteria laid down in the Programme and the Programme Manual, as well as the Letter of Offer, Data Sharing Agreement and Standard Conditions of Grant.
- 1.2 Any Additional Conditions for the payment of Grant will be set out in the Letter of Offer. The Lead Partner shall ensure that the information contained in the Letter of Offer, these Standard Conditions of Grant and the Programme Manual are provided to every Project Partner and that receipt of same is acknowledged to SEUPB in writing by each Project Partner.
- 1.3 In order to be eligible to receive support under the PEACEPLUS Programme the Project shall comply with the Letter of Offer which incorporates the Standard Conditions of Grant set out in this document, the Data Sharing Agreement and the Programme Manual and any other guidance material SEUPB provides.
- 1.4 If the Lead Partner is prepared to accept the offer of Grant set out in the Letter of Offer it shall complete, sign and return to SEUPB via email the Form of Acceptance which is set out at Annex A to the Letter of Offer. If the Form of Acceptance is not returned within 28 days of the date of issue or other agreed date the offer will be deemed to have lapsed. The Grant Contract shall only become binding when SEUPB has received a properly signed and completed Form of Acceptance from the Lead Partner and it is signed by the Managing Authority.
- 1.5 The Interreg Programme document is accessible via www.seupb.eu
- 1.6 The Lead Partner, in carrying out its duties under the Grant Contract, shall comply with and implement the provisions of the EU Regulations and all applicable national laws and legal obligations within the Programme area
- 1.7 The Lead Partner, in carrying out its duties under the Grant Contract, shall endeavour to follow [The Seven Principles of Public Life - GOV.UK](#) i.e. Selflessness, Integrity, Objectivity, Accountability, Openness, Honesty and Leadership in order to ensure the highest standards of propriety are maintained.
- 1.8 The Lead Partner by accepting the Letter of Offer, indemnifies SEUPB against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities in respect of death, personal injury, disease transmission, loss of or damage to property arising out of or in any way connected with the performance or non-performance by the Lead Partner and/or the Project Partners of all or any activities associated with the Project and without prejudice to the generality of the foregoing the use, misuse, malfunction or failure of any plant, machinery or equipment approved for Grant under the Letter of Offer. SEUPB **shall not be liable** for any injury, damage or loss (of any kind) howsoever caused relating to the Project.

- 1.9 The Lead Partner, by accepting the Letter of Offer, accepts that SEUPB may receive requests for information from third parties which shall be processed, as relevant, by SEUPB in accordance with the provisions outlined within the [North South Implementation Bodies' Freedom of Information Code of Practice](#) to which SEUPB adheres. The Lead Partner accepts and agrees that adherence by SEUPB to the Code of Practice further to such requests may result in the disclosure of information related to the Project as provided by the Lead Partner and/or the Project Partners to SEUPB. Requests for personal data will be processed in accordance with the [SEUPB Privacy Notice](#) and in compliance with applicable Data Protection Laws.

2. EUROPEAN UNION RULES AND REGULATIONS

- 2.1 The Project shall comply with all applicable regulations, including but not limited to the below:
- Regulation (EU, Euratom) No 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 966/2012, together with related Delegated or Implementing Acts;
 - The European Structural and Investment Funds Regulations, Delegated and Implementing Acts for the 2021-2027 period, especially:
 - Regulation (EU) No 2021/1060 of the European Parliament and of the Council of 24 June 2021, laying down common provisions on the European Regional Development Fund, the European Social Fund Plus, the Cohesion Fund, the Just Transition Fund, and the European Maritime, Fisheries and Aquaculture Fund and financial rules for those and for the Asylum, Migration and Integration Fund, the Internal Security Fund and the Instrument for Financial Support for Border Management and Visa Policy, and repealing Council Regulation (EC) No 1303/2013, and any amendment;
 - Regulation (EU) No 2021/1058 of the European Parliament and of the Council of 24 June 2021 on the European Regional Development Fund and on the Cohesion Fund, and repealing Regulation (EC) No 1301/2013, and any amendment;
 - Regulation (EU) No 2021/1059 of the European Parliament and of the Council of 24 June 2021 on specific provisions for the European territorial goal (Interreg) supported by the European Regional Development Fund and external financing instruments, and repealing Regulation (EC) No 1299/2013, and any amendment;
 - Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing directive 95/46/EC (General Data Protection Regulation, GDPR);
 - Articles 107 and 108 of the Treaty on the Functioning of the European Union, Commission Regulation (EU) No 1407/2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid, Regulation (EU) 2021/1237 of 23 July 2021 amending Regulation (EU) No 651/2014 declaring certain categories of aid compatible with the internal market in application of

Articles 107 and 108 of the Treaty; Delegated and Implementing acts, as well as all applicable decisions and rulings in the field of state aid;

- All other EU legislation and the underlying principles applicable to the Lead Partner and the Project Partners, including the legislation laying down provisions on competition and entry into the markets, the protection of the environment, and equal opportunities between men and women;
- Financing Agreement between the United Kingdom of Great Britain and Northern Ireland, Ireland and the European Commission on the PEACE PLUS Programme 2021-2027, 13 and 15 March 2023;
- National rules applicable to the Lead Partner and its Project Partners and their activities;
- Project data, comprising but not limited to latest project documentation such as Application Form and all Project information available in JEMS
- All manuals, guidelines and any other documents and media relevant for project implementation (e.g., application manuals, implementation manuals) in their latest version, as published on the SEUPB website, support portal or handed over to the Lead Partner directly during the Project implementation.

- 2.2 Should the above-mentioned legal norms and documents, and any other documents or data of relevance for the contractual relationship be amended, the latest version shall apply.

3 MEMBER STATES' LEGISLATION AND EMPLOYMENT PROCEDURES

- 3.1 The Applicant shall comply with and implement the provisions of all applicable national laws and legal obligations within Northern Ireland and Ireland (as appropriate) including, but not limited to, anti-discrimination and health and safety provisions, in particular; (in Northern Ireland) the requirements of Section 75 of the Northern Ireland Act 1998, Sex Discrimination (NI) Orders 1976 and 1988, the Fair Employment and Treatment (Northern Ireland) Order 1998, the Disability Discrimination Act 1995 (as it applies in Northern Ireland), the Race Relations (NI) Order 1997, the Employment Equality (Age) Regulations 2006, the Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003, the Fixed-Term Employees (Prevention of Less Favourable Treatment) Regulations (Northern Ireland) 2002; (in Ireland) the Employment Equality Act 1998 and the Equal Status Act 2000; and for Partners outside the programme area any like or broadly equivalent legislation; and in each jurisdiction all legislation amending, extending or replacing same.
- 3.2 Where Grant is used to employ new staff, either full or part time, the employer shall ensure that all such posts are compliant to relevant organisational recruitment & selection policy , and shall attribute the source of funding to the Programme. In addition, all recruitment procedures shall be conducted in compliance with applicable national and local laws and legal obligations together with any applicable guidelines issued (as appropriate) by the Equality Commission (Northern Ireland), the Equality Authority (Ireland).
- 3.3 The Lead Partner shall be solely responsible for the legal, contractual and financial consequences of all procedures and processes relating to staff recruitment and employment, and those which may arise from the termination of any employment related to the Project. The Lead Partner shall indemnify SEUPB

in full against all such legal, contractual and financial consequences.

- 3.4 If any person is a director or a trustee of, or has a beneficial interest in, the Lead Partner or a Project Partner he/she shall not enter into any financial or other arrangement with the Project to supply goods, facilities or services to the Project for personal payment or gain.
- 3.5 If a person is employed to work on the Project he/she (and any spouse, child, partner or anyone directly connected with him/her) shall not enter into any financial or other arrangement in connection with the Project to supply goods, facilities or services to the Project for personal payment or gain.

4. ELIGIBILITY PERIOD

- 4.1 Grant for the Project shall be for the Project Lifetime only and SEUPB shall have no obligation to provide funds for any other period. All expenditure must be incurred and defrayed from bank accounts prior to the expiry of the Project Lifetime.
- 4.2 As a condition of receiving Grant, the Lead Partner and the Project Partner(s) shall adhere strictly to the Budget agreed within the guidance laid down in the Programme Manual.

5. RESPONSIBILITY AND OBLIGATIONS OF LEAD PARTNER

- 5.1 In accordance with Regulation (EC) 2021/1059 Article 23(5) the Project Partners shall, subject to the approval of SEUPB, appoint a Lead Partner for each Project. The Lead Partner shall act as the link between the Project and the Programme and shall have overall accountability, administrative and financial responsibility for the Project.
- 5.2 The Lead Partner and the Project Partner(s) shall enter into and maintain a Partnership Agreement which shall include full details of the Project Partners, the extent of their responsibilities and the amount of Match Funding (if any) which they must provide. The signed Partnership Agreement(s) shall be submitted to SEUPB prior to the first payment of grant. The payment of Grant shall be conditional on the Partnership Agreement(s) being in a form acceptable to SEUPB.
- 5.3 A template of a Partnership Agreement is available online at <https://peaceplussupport.seupb.eu>. Lead Partners may adapt this template to suit the specific requirements of their Project and partnership.
- 5.4 By signing the Grant Contract, the Lead Partner commits to ensuring that all monitoring and financial information submitted to SEUPB is accurate, and all necessary internal authorisations have been obtained.
- 5.5 The day-to-day management of the Project shall be the responsibility of the Lead Partner who will appoint a Project Contact Officer.

The responsibilities of the Lead Partner are detailed within the Programme Manual, section 3.3.5 (Article 26 Regulation (EU) No 2021/1059).

- 5.6 **Structured Training:** A condition precedent for the payment of Grant is that the Lead Partner and Project Partners shall at the request of SEUPB attend and participate in such workshops and training sessions as SEUPB may consider appropriate. It is agreed between the parties that SEUPB shall be under no obligation to provide any such training. The Lead Partner and Project Partners shall follow industry best practice in relation to the training of all Lead Partner/Project Partner staff involved in the Project and shall be responsible for compliance with all obligations imposed by EU Regulations and Programme Manual in relation to such staff training.
- 5.7 A failure to attend workshops and training sessions or to submit the required documentation within the given deadlines may result in Grant offer as detailed in the Letter of Offer being withdrawn or the termination of Grant.
- 5.8 **Change of Point of Contact:** If at any time before the Project has been satisfactorily completed the contact person resigns, retires or otherwise disassociate himself/herself from the Project, he/she (or the Lead Partner on his/her behalf) shall inform SEUPB in writing giving such notice as is reasonable in the circumstances. The Lead Partner shall ensure details of the new contact point are updated on the JEMS system. The Project Contact Point should ensure a comprehensive handover is conducted to his/her replacement, including that passing of all identified Programme and Project related risks and management thereof.
- 5.9 The Lead Partner shall ensure that **any requests for information** relating to a Project in receipt of Grant are processed in accordance with the provisions of the relevant statute in each jurisdiction. This includes but may not be limited to: Regulation (EU) 2021/1060 Article 4; the Freedom of Information Act 2000, the Data Protection Act 2018 and Environmental Information Regulations 2004 in the UK; the Freedom of Information Acts 2014, and the Data Protection Acts 2018 and 1988 in Ireland; and any legislation amending, extending, replacing or equivalent to the same. Where an organisation in receipt of Grant falls outside of the above statute, it will be the responsibility of the Lead Partner to ensure that any Project related information requests are processed within the spirit of Freedom of Information procedure. In this case, Lead Partners should follow provisions outlined within the North South Implementation Bodies' Freedom of Information Code of Practice to which SEUPB adheres. Further information on this Code can be found at: [Freedom of Information \(seupb.eu\)](http://seupb.eu)
- 5.10 SEUPB reserves the right to specify that Grant may not be utilised where, in the reasonable opinion of SEUPB, the use of the Grant in such circumstances would cause reputational damage to the Programme.

6. EXPENDITURE PROFILE - PROJECT BUDGET

- 6.1 The PEACEPLUS Grant for the Project is allocated from the ERDF and in some cases co-financed by the UK and Irish Governments. The offer of Grant for the Project is **up to the maximum amount** as stated in the Letter of Offer. For the avoidance of doubt the Grant figure specified in the Letter of Offer constitutes the maximum amount of funding which may be made available for the Project however SEUPB provide no guarantee that this maximum amount will be provided during the Project Lifetime. It is recognised and agreed that the provision of Grant to the Lead Partner is subject to the terms and conditions set out in the Grant Contract, including but not limited to the eligibility rules per cost

category in the Programme Manual. SEUPB shall have no liability to any person in respect of any loss which may be attributable to failure to provide the maximum amount of Grant to the Lead Partner.

- 6.2 The Budget must be adhered to, within the guidance laid down in the Programme Manual. Therefore, before accepting the Letter of Offer the Lead Partner must ensure that the Budget agrees with their understanding of the financial breakdowns and Budget originally proposed as a result of any amendments made during the assessment process. Any Budget overruns shall be borne by the Lead Partner and cannot be met by SEUPB.
- 6.3 Before the payment of the first claim, Lead Partners will be required to submit a claims submission plan in the format provided by the Joint Secretariat. Once approved, this will constitute the Project's annual spend targets. Any failure to meet annual spend targets must be supported by a robust rationale. SEUPB reserves the right to decommit from Budget underspend, as per annual targets. The claims submission plan will be reviewed periodically.
- 6.4 SEUPB shall have no liability to any person in respect of any loss attributable to any delay in the payment of claims or as the result of any suspension, reduction or cancellation of financial assistance by the European Commission or national funding providers or in the event of Force Majeure.

7. OTHER SOURCES OF FUNDING AND REVENUE GENERATING PROJECTS

- 7.1 Double-funding of costs is not permitted. This means costs are only Eligible if no other source of funding has contributed to them (Article 63 (9) of Regulation (EU) 2021/1060). Claimed expenditure must not have been grant aided from other public funds, must not be recoverable from other bodies or organisations and any Project receipts or income must be fully offset against expenditure before Grant becomes payable
- 7.2 In the case, as per condition 6.2, that there are Budget overruns borne by the Lead Partner, the Lead Partner is to provide details of the source of additional funding and provide evidence of all Project-related expenditure, even that not reimbursed by SEUPB, at SEUPB's request.
- 7.3 A revenue-generating Project as set out in the Programme Manual refers to actions that are subject to charges borne directly by users for the use of infrastructure, sale or rent of land or buildings, or any other provision of services against payments, with the exception of cost-savings resulting from the implementation of energy efficiency measures.
- 7.4 The Lead Partner shall be required to keep records of net revenue generating income, in accordance with the Programme Manual.

8 CHANGES TO THE PROJECT

- 8.1 The Grant shall be used only for the purposes of the Project as defined in the Letter of Offer. Any significant proposed or anticipated changes to the Project must be notified in writing by the Lead Partner's Senior Responsible Officer to SEUPB as soon as they are contemplated, as per Section 5.7 of the Programme

Manual.

- 8.2 Any significant changes, as defined by Section 5.7 of Programme Manual, implemented without having been approved by the SEUPB or the relevant programme bodies, could result in the related expenditure being deemed ineligible, at SEUPB's discretion.

9 FINANCIAL ARRANGEMENTS

9.1 GENERAL PRINCIPLES

- 9.1.1 Grant will only be paid whenever satisfactory, mandatory documentary evidence is provided to SEUPB that confirms that the claimed expenditure or simplified cost option is Eligible for Grant, has actually been incurred and was necessary to support the Project. Claims which include simplified cost options (unit costs, flat rates and/or lump sums) such as the flat rate for overhead costs should be claimed in accordance with the Eligibility Rules. Mark up percentages and other notional or opportunity costs are not Eligible for Grant.
- 9.1.2 The Lead Partner and the Project Partners shall maintain a full audit trail and all necessary associated accounting records to enable full verification of expenditure (including simplified cost options) and/or verification of the delivery of agreed Output and Result Indicators. All expenditure must comply with public sector regulatory and legal requirements.
- 9.1.3 SEUPB reserves the right to withhold payment to Lead Partners where satisfactory achievement of milestones and/or Output and Result Indicators has not been evidenced.

9.2 ELIGIBILITY OF EXPENDITURE

- 9.2.1 Eligible expenditure must be based on real costs, be proportionate, represent value for money and be directly related to Project activity, unless a simplified cost option was included in the call, was selected in the Application Form, and is being used.
- 9.2.2 Value for money should be a key driver irrespective of the approved Budget and the Lead Partner is responsible for ensuring that value for money is achieved in all public expenditure.
- 9.2.3 SEUPB reserve the right to inspect any aspect of the Output and Result Indicators as part of the verification process of Eligibility for Grant.

9.3. PAYMENT OF GRANT

- 9.3.1 The responsibilities of the Lead Partner and the process regarding the payment of Grant are detailed within the Programme Manual.
- 9.3.2 A progress report and payment claim form template will be available to the Lead Partner on JEMS and all progress reports and payment claims submitted shall, so far as possible, be in accordance with the respective template which may be amended by SEUPB from time to time.

9.3.3 Any over-payment of Grant shall be repaid by the Lead Partner to SEUPB immediately on receipt of a written demand from SEUPB, or immediately upon the Lead Partner becoming aware that the Grant has been over-paid, whichever first occurs.

9.3.4 All amounts due to SEUPB under the Grant Contract shall be paid by the Lead Partner to SEUPB in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9.4 CASH FLOW FORECASTS

9.4.1 In each year during the Project Lifetime the Lead Partner shall submit to SEUPB an updated cash flow on a quarterly basis.

9.4.2 The Lead Partner shall be required to provide an explanation to the satisfaction of SEUPB if actual claimed expenditure varies significantly from the previously submitted quarterly forecast. A failure to submit accurate cash flow forecasts may result in a reduction in the amount of Grant that can be paid to the Project. Condition 6.4 also refers.

9.5 BANK ACCOUNT

9.5.1 The Lead Partner shall open and maintain a separate bank account for the receipt and disbursement of Grant and, to ensure a clear audit trail, all monies received for the Project must be lodged in full to this bank account. This bank account shall be a non-interest bearing account and shall identify that it is a Programme funded account for the Project.

9.5.2 A Lead Partner which is involved in the delivery of multiple Projects may wish to utilise a financial system using cost centres rather than separate bank accounts. In such cases the Lead Partner may request permission from SEUPB to retain this system for the purposes of managing the Project, and subject to the Lead Partner being able to satisfy SEUPB that its system guarantees a clear audit trail with regard to all aspects of the Project's finances, SEUPB may (but shall not be obliged to) grant the permission sought. SEUPB may at any time revoke this permission by written notice to the Lead Partner, and the Lead Partner shall immediately take steps to comply with its obligation under condition 9.5.1.

9.6 STAFF EMPLOYMENT

9.6.1 The Programme Manual – FACTSHEET 1 sets out evidentiary requirements related to the eligibility of Staff Costs.

9.6.2 Claims for salary cost reimbursement must be fully supported by payroll evidence including details of employer costs. Recoverable payroll costs, including but not limited to statutory sick pay, maternity pay and paternity pay, remain the responsibility of the employer and are not eligible for Grant.

9.6.3 For the avoidance of doubt, the Lead Partner/Project Partner remains fully responsible and liable as the relevant employer in respect of all relevant disciplinary/grievance policies implemented in respect of Lead Partner/Project

Partner staff involved in the Project. SEUPB shall have no liability to any person in respect of any action brought against the Lead Partner or Project Partner and the Lead Partner, by accepting the Letter of Offer, indemnifies SEUPB against all actions, damages, legal costs, expenses and any other liabilities in respect of the persons carrying out activities relating to the Project under the direction of the Lead Partner or Project Partners.

- 9.6.4 The Lead Partner and/or Project Partner in its role as an employer shall follow its own organisational recruitment and selection policy as well as industry best practice in relation to all staff recruitment and employment related to the Project and shall, upon request, provide evidence to SEUPB that such staff appointments are reasonable, necessary and proportionate both in the context of the size and administrative resources of the Lead Partner and/or Project Partner and the requirements of the Project.

9.7 INSURANCE

- 9.7.1 The Lead Partner shall have and maintain in place such policy(ies) of insurance as is (or are) necessary to cover all liabilities to SEUPB and to the European Commission arising under the Project, to the extent that such insurances are reasonably available on the insurance market. Such insurances shall include, where appropriate, Employers' Liability Insurance, Professional Indemnity/Directors and Officers/Fidelity Insurance, Buildings and Property Contents Insurance (to include IT equipment), Cyber Insurance and Public Liability Insurance.
- 9.7.2 The Lead Partner shall, if required by SEUPB, produce for its inspection such documentary evidence of insurances and shall ensure that any relevant interest of SEUPB shall be recorded on such insurance policies.
- 9.7.3 Public procurement rules must be implemented in the award of all contracts for insurance.

10. PUBLICITY, BRANDING AND PROMOTION OF THE PROGRAMME

- 10.1 Conditions 10.2 to 10.5 should be read in conjunction with condition 22: Personal Data.
- 10.2 SEUPB must publish details of the Project, Project Partners and financial assistance referred to in the Letter of Offer on the SEUPB website, as per Regulation (EU) 2021/1060 Article 49(3).
- 10.3 SEUPB will use communication and visibility material produced by the Project and other information related to Project delivery to showcase how the Programme funding is used. This will be published on SEUPB's website and on the Peace Learning Platform (see link below in condition 12.4). The Lead Partner and Project Partners shall provide any further information about the Project requested by SEUPB or the European Commission and shall permit the publication of that and any other related information.
- 10.4 Furthermore, SEUPB will share this material to other Programme bodies Programme promoters at national level, as well as Union institutions, bodies, offices or agencies. For this purpose, the Lead Partner shall ensure that a

royalty-free, non-exclusive and irrevocable licence to use such material and any pre-existing rights attached to it is granted to the aforementioned Programme and Union bodies in accordance with Annex IX of (EU) 2021/ 1060 and further specified in the Programme Manual.

- 10.5 The Lead Partner must facilitate the attendance of an SEUPB appointed photographer at events such as launch and closure at SEUPB's request, without prejudice to Section 22.
- 10.6 Acknowledgement of the financial contribution from the Interreg Fund shall be included in materials such as brochures, leaflets, job/recruiting advertisements or any other publicity material or any capital assets produced or purchased by the Lead Partner and or the Project Partner in connection with the Project, as per the Programmes guidelines in Section 5.6 in the Programme Manual and the Communication Guidelines of SEUPB's website.
- 10.7 The Lead Partner and the Project Partner shall ensure that due prominence is given to the assistance received from the Programme on all materials produced and distributed relating to the Project. The relevant Programme logo as specified in the SEUPB PEACEPLUS Communication Guidelines for EU funded projects must be used on all publicity material.
- 10.8 The Lead Partner and/or the Project Partner cannot use the PEACEPLUS or SEUPB logo for any activity that is not funded by PEACEPLUS nor in any context that would negatively impact upon the reputation of the European Commission, SEUPB or contravene the core aims and objectives of the Programme. If the Lead Partner and/or the Project Partner are found to have breached this stipulation then the costs of the material produced will be deemed ineligible and a financial penalty may be imposed.
- 10.9 A Guidance Note: PEACEPLUS Communications Guidelines on all project communication requirements is available on www.seupb.eu. Any query on project communications activity should be sent via email: communications@seupb.eu.

11. PROJECT CONTROL

11.1 SITE VISITS

- 11.1.1 SEUPB or any agent appointed on behalf of SEUPB, including Project appointed Controllers may visit the Lead Partner at least once during the Project's lifetime for an in depth meeting. The purpose of these visits is to verify the management and control systems put in place and verify the delivery of Project objectives and Output and Result Indicators. This is also an opportunity to hear about Project implementation and achievements, provide advice and guidance on Eligibility issues and provide feedback.
- 11.1.2 The Lead Partner shall ensure that all original Project documents, in particular those relating to the audit trail, are made available.
- 11.1.3 SEUPB or any agent appointed on behalf of SEUPB reserves the right to visit Projects or any activity sponsored by a Project without prior notice to the Lead Partner or Project Partners.

11.2 AUDIT AND REVIEW

- 11.2.1 Further details regarding audit obligations and the audit process are detailed within the Programme Manual (5.3 Controls and Audit).
- 11.2.2 Any payment of Grant, which is subsequently deemed to be ineligible following a retrospective audit report, shall be repaid by the Lead Partner to SEUPB immediately on receipt of a written demand from SEUPB. Failure to comply with this demand may result in legal proceedings to recover Grant deemed ineligible.
- 11.2.3 The Audit Authority (AA) and Auditors of the European Commission have entitlement to inspect, retain and make copies of the Records, and the obligation of the Lead Partner to supply or make available the Records shall extend to all Records related to the project however stored including hard or soft copy or any other electronic or digital form. The rights of the Auditor under this sub condition to inspect, retain and make copies of the Records shall not be restricted by the fact that the Records are intermixed with documents, files or records relating to a third party. By accepting the Letter of Offer the Lead Partner expressly grants the Auditor exercising rights under this sub condition permission to enter any premises, owned or occupied by it or under its control and under the Partnership Agreement shall procure the same rights for SEUPB in respect of any premises being used to deliver the Project and whether owned, occupied or under the control of a Project Partner or any third party.

11.3 Controllers

- 11.3.1 Lead Partners are responsible for the verification of expenditure. To enable this, the Project shall comply with the requirement to appoint a Controller selected from a central framework provided by SEUPB to undertake management verifications.
- 11.3.2 The role of the Controllers is to verify that the expenditure reported by the Partners - fulfils the conditions as detailed in the Letter of Offer and the Programme Manual (section 5.3.1).
- 11.3.3 The Lead Partner will ensure efficient cooperation between Controllers and the Project Partners, as well as between Managing Authority/Joint Secretariat and the Project Partners, the timely completion of verification checks and provision of mandatory Programme and project reports.

12 MONITORING AND EVALUATION

- 12.1 Monitoring the Programme is a regulatory requirement to ensure an effective deployment of the European Union Structural and Investment Funds. Monitoring at the Project level is crucial for delivering high-quality results. Lead Partners are required to review outputs, outcomes, results and objectives (as defined in Section 7 of the Programme Manual) of all Project activities and report regularly and systematically to tSEUPB.
- 12.2 Projects shall use the tools and mechanisms provided by the SEUPB for collecting and reporting data related to monitoring and evaluation. A Programme monitoring system JEMS (Joint Electronic Management System)

will be used across the Programme. Lead Partners must ensure that Project Partners report on Project progress and Output and Result Indicators utilising JEMS throughout the Project Lifetime. In addition, a digital monitoring and evaluation tool will be used for collecting and reporting data related to, but not limited to, Programme participants, outcomes, and impact.

- 12.3 In order to monitor the rate of implementation of a Project and to assess its effects in relation to the objectives of the Programme of which it forms an integral part it will be necessary for the Lead Partner and or the Project Partner to complete Project Reports on a three-monthly basis. Monitoring reports should be returned to SEUPB within one month of quarter end. Projects should adhere to all reporting requirements set out in Section 5.2 of the Programme Manual.
- 12.4 At SEUPB's request, Projects may be required to upload supporting evidence of completion of Project deliverables. At SEUPB's discretion this material may be transferred to the Peace Learning Platform, where it will be archived indefinitely for historical record purposes in the public interest.: [PEACE Programmes Learning Platform | SEUPB](#)
- 12.5 The Programme is a significant investment requiring evaluation at critical stages to ensure it has the greatest impact on the region. As well as fulfilling the regulatory requirement, evaluations will inform proposed adjustments to improve the Programme and Investment Areas, aid decision-making about future programmes, and ensure accountability. As Section 7.6 of the Programme Manual specifies, external experts shall conduct implementation and impact evaluations that are functionally and institutionally independent of the SEUPB. Projects are responsible for contributing to and facilitating the Programme evaluations, and as such, projects should build capacity for it. Specific actions and input from Project Partners may involve but are not limited to engagement with evaluators, facilitating access to stakeholders, data collection, data reporting, and communication and visibility actions. Evaluations will be carried out at regular intervals over the Programme's lifecycle.
- 12.6 Further information on monitoring and evaluation can be found in Chapter 7 of the Programme Manual.
- 12.7 Failure to meet Output and Result Indicator targets may lead to SEUPB withholding and requiring repayment of part or all of the grant. See condition 20: Default for further information.
- 12.8 The Lead Partner is responsible for ensuring that the Post-Project Evaluation (PPE) is submitted within the SEUPB requirements.

13 RETENTION OF DOCUMENTATION

- 13.1 Documentation should be retained in accordance with Regulation (EU) 2021/1060 Article 82.
- 13.2 The Lead Partner is obliged to ensure that all files, documents and data related to the Project are retained for audit purposes.
- 13.3 The documents must be kept for at least a 5-year retention period from 31st

December of the year in which the last payment by the MA to the project is made. Longer retention periods may apply in case of State Aid or in accordance with national rules, legal charges or legal proceedings.

- 13.4 SEUPB shall have the right to relay Project records to the Audit Authority and external stakeholders as necessary to ensure the effective management of Programme funds.

14. PROTECTION OF THE ENVIRONMENT

- 14.1 In accepting this Letter of Offer, the Lead Partner undertakes for itself and for any Project Partner comply with the Horizontal Principles outlined in Section 2.4 of the Programme Manual.

15 POLITICAL ACTIVITIES

- 15.1 Grant under this Grant Contract shall not be used for any purposes which are party political in intention, use or presentation. Party political activities include, but are not limited to: paid or unpaid advertisements in party political newspapers; use of Project resources (including staff and offices) for election campaigns, including independent candidates; attendance at party conferences (unless such attendance is included as part of agreed activities in the Letter of Offer); use of Project offices that are closely associated with the offices of a political party; Project participation at public demonstrations or rallies of a political nature.

16 LIMITATIONS

- 16.1 Grant provided under the Grant Contract does not imply any further commitment to the Project when the terms of the Grant Contract have been completed or terminated.

17 ASSIGNMENT AND LEGAL SUCCESSION

- 17.1 The Lead Partner and the Project Partners shall not, without the prior written consent of SEUPB, assign to, or charge for the benefit of, any other person, body or organisation the right to receive Grant, or any equipment, goods and other assets purchased or constructed with Grant, or any other benefit or entitlement under the Grant Contract.
- 17.2 In the event of legal succession, the Lead Partner must transfer all rights and duties under this Grant Contract to its legal successor and inform the SEUPB of this legal succession. The same applies in the case of legal succession for one or more of the Project Partners.

18 FRAUD

- 18.1 SEUPB is committed to the prevention of fraud and the promotion of an anti-fraud culture. SEUPB operates a zero-tolerance attitude to fraud and requires both staff, Lead Partners and Project Partners to act honestly and with integrity

at all times, and to report all reasonable suspicions of fraud. SEUPB will investigate all instances of actual, attempted and suspected fraud and will seek to recover funds and assets lost through fraud. The term “fraud” is commonly used to describe the use of deception to deprive, disadvantage or cause loss to another person or party. This can include theft, the misuse of funds or other resources or more complicated crimes such as false accounting and the supply of false information.

- 18.2 Activities which are considered to be of a fraudulent nature have been set out in Reporting Concerns at Work (Whistleblowing) Policy which is available on the SEUPB website. Information can also be found in the Programme Manual, section 2.6 Anti-fraud Policy.
- 18.3 The Lead Partner shall ensure the policy referred to in condition 18.2 is implemented throughout the Project Lifetime. Where there is any doubt as to the action required, SEUPB should be contacted immediately for advice.
- 18.4 If any information provided by or on behalf of the Lead Partner in connection with the Grant Contract, including but not limited to, the Application Form, financial claims or quarterly reports, is found to be false or misleading or there has been a failure to disclose any material fact, which may have had a bearing on SEUPB's consideration of the application or claim; the Lead Partner or person acting on their behalf may be liable to prosecution. Furthermore, a false declaration/statement will lead to the loss of future funding and a clawback of any previous Grant paid.
- 18.5 In the event of suspected fraud SEUPB reserve the right to suspend and/or terminate Grant unilaterally and commence legal proceedings to recover any Grant at risk.

19 DEFAULT

- 19.1 The Lead Partner shall be in default of its obligations to SEUPB if:
- It is in breach of any of its obligations under the Grant Contract and, if capable of remedy, has failed to remedy such breach within 28 days of receipt of a letter from SEUPB specifying the breach and the action necessary to remedy such breach;
 - SEUPB deems there to be unsatisfactory progress towards completing the Project, including but not limited to, failure to meet Output or Result Indicator targets;
 - It fails to pay or repay to SEUPB any sum due by it whether under the Grant Contract or otherwise;
 - It is in the opinion of SEUPB for any reason no longer able to implement the Project;
 - It is unable to pay its debts within the meaning of (in Northern Ireland) Article 103 of the Insolvency (NI) Order 1989, (in Ireland) the Protection of Employees (Employers Insolvency) Action 1984 to 2001, or equivalent in other jurisdictions ;
 - It is served with an Order, or an effective resolution is passed, for its winding- up or if a receiver, administrative receiver, examiner or administrator is appointed over it or all or any of its property;
 - A conflict of interest is identified. Conflict of interest (Col) can be defined as

a situation where the impartial and objective exercise of the functions is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect personal interest;

- It ceases or threatens to cease carrying on its business or its interest in the Project;
- In the opinion of SEUPB, any information given to SEUPB by or on behalf of the Lead Partner in relation to the Project is found to be false or misleading or there has been a failure to disclose any material fact which would have had a bearing on SEUPB's consideration and management of the Project;
- Fraud or serious financial irregularity is discovered.
- It incorrectly advises on activities that are subject to state aid or UK subsidy rules implication.

19.2 In any such event of default as outlined in condition 19.1, SEUPB may in its absolute discretion terminate the Grant Contract unilaterally (with or without notice), withhold any or all of the Grant and/or require part or all the Grant already paid to be repaid or appoint a replacement Lead Partner, in which event it shall have no obligation to make further payments of Grant to the Lead Partner, and the Lead Partner shall immediately on written demand by SEUPB repay to SEUPB the aggregate of all payments of Grant already received by the Lead Partner (other than those already properly expended on the Project), or such lesser amount as SEUPB at its discretion may determine.

19.3 In accordance with Regulation (EU) 2021/1060, Article 88, any delay in effecting repayment shall give rise to interest on account of late payment, starting on the due date and ending on the date of actual payment. The rate of such interest shall be 1.5% points above the rate applied by the European Central Bank in its main refinancing operations on the first working day of the month in which the due date falls.

20. **ADDITIONS/AMENDMENTS TO GRANT OFFER DOCUMENTATION**

20.1 Over the course of the Project SEUPB may implement some changes and or additions to the Letter of Offer, the Standard Conditions of Grant or the Programme Manual. The Lead Partner will be informed by SEUPB in writing of any such changes or additions and shall give full effect to the same in the manner directed by SEUPB who will publish changes to documents on the SEUPB website.

21. **DISPUTE RESOLUTION**

21.1 If a dispute arises out of or in connection with the Grant Contract or the performance, validity or enforceability of it ("**Dispute**") then SEUPB and the Lead Partner shall follow the procedure set out in this clause:

- a. either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, a nominated representative of each party shall attempt in good faith to resolve the Dispute;
- b. if the nominated representatives of each party are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the

Dispute shall be referred to a senior representative of each party who shall attempt in good faith to resolve the Dispute;

- c. if the senior representatives of each party are for any reason unable to resolve the Dispute then either party may at this stage apply to the courts for final resolution of the Dispute in accordance with the terms of the Grant Contract.

22. PERSONAL DATA

- 22.1 SEUPB processes personal data in accordance with a number of lawful bases under GDPR in order that it may comply with its obligations as the Managing Authority in relation to the PEACEPLUS Programme. These lawful bases are detailed in the SEUPB Privacy Notices: [Privacy Notice | SEUPB](#).
- 22.2 The SEUPB also processes special category personal data. The Article 6 bases and Article 9 conditions for this processing under GDPR, are detailed in the SEUPB's Appropriate Policy Document.
- 22.3 Details of the types of personal data which will be processed, and the purposes of the processing, can be found in the SEUPB Privacy Notices: [Privacy Notice | SEUPB](#) and also in the relevant Data Sharing Agreement between the SEUPB and the Lead Partner.
- 22.4 The recipients of this data are the programme authorities, the European Commission, the programme Member States authorities represented in the programme Monitoring Committee, Steering Committees and group of auditors, contact points, the company carrying out second level audits on behalf of the audit authority and the group of auditors, the INTERACT programme authorities and any other entity to which the SEUPB may give access to its database, on a strict need to know basis. These recipients may have access to project data through JEMS or the data may be transferred to them by the SEUPB. These recipients shall not alter the data submitted by the projects. It is not anticipated that personal data will not be transferred outside of the European Economic Area and/or the United Kingdom. However, should an international transfer be required, it will only take place where there is either an adequacy regulation, an appropriate safeguard or an Article 49 exemption.
- 22.5 Personal data will be obtained from a range of data subjects with their data being collected and processed by Applicants⁴ to the PEACEPLUS Programme. Applicants must inform data subjects how their personal data is being processed and for what purposes. Applicants are required to provide data subjects with a copy of the JEMS Terms and Conditions, the JEMS Privacy Notice, and if applicable, the Children & Young Person Privacy Notice prior to sharing their data with the SEUPB via any means.
- 22.6 For those projects involving children and young people under the age of eighteen years, prior to their participation in the project, Applicants are required to inform the parents/guardians of said children and young people, and the child/young person themselves as appropriate, that by participating in the project, their image/material including their personal data will be captured and

⁴ "Applicants" may include the Lead Partner, Project Partners, Associate Partners from either the public or private sectors, and sub-partners.

shared with SEUPB in line with the Privacy Notice.

- 22.7 To comply with its communication obligations about the Programme set in Annex XII of Regulation (EU) 2021/1060, Article 49 (3), the SEUPB or the managing authority may publish summary information concerning approved projects, in any form and by any means, including the internet. This information may contain name of project, lead partners, project budget and project reports.
- 22.8 The data included in JEMS will be kept in the JEMS system for a period of 5 full years after the closure of the Programme for auditing and communication purposes. They may be archived outside of JEMS for a longer period for statistical and historical purpose only. Any personal data collected in JEMS will be processed by the SEUPB in accordance with applicable data protection laws, including, but not limited to, the Data Protection Act 2018 UK, and the General Data Protection Regulation (EU) 2016/679 Or Regulation (EU) 2018/1725 (whichever is applicable).
- 22.9 The persons whose personal data are processed have rights under data protections laws. Information on how these rights may be exercised is detailed in the SEUPB Privacy Notices.
- 22.10 Applicants are referred to the SEUPB, JEMS and Children & Young People Privacy Notices, available at [\[Data Protection | SEUPB\]](#) for further details in relation to the processing of personal data.

23. **GENERAL**

- 23.1 Except where the Grant Contract expressly states or requires otherwise, the Grant Contract shall be governed by the laws of Northern Ireland and shall be subject to the non-exclusive jurisdiction of the Courts of Northern Ireland.
- 23.2 The Contracts (Rights of Third Parties) Act 1999 shall not apply to the Grant Contract.
- 23.3 It is not intended that any provision in the Grant Contract shall create a partnership, joint venture, or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity between any of the parties.
- 23.4 Although the terms of the Grant Contract are governed by the laws of Northern Ireland, this does not preclude or limit the obligation of the parties to comply with the laws of Ireland or the national law of the relevant Partner in so far as it is necessary to do so to give effect to any term of the Grant Contract.
- 23.5 Any written notice to be given under this Grant Contract shall be delivered by hand or sent by first class prepaid post addressed to the notice party at the address stated in the Letter of Offer and shall be deemed to have been received either when delivered if served by hand, or in the ordinary course of post, unless the contrary is proved.
- 23.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

- 23.7 In the event of a conflict between the terms of the Letter of Offer, the Standard Conditions of Grant, the Data Sharing Agreement, the Application Formf and/or the Programme Manual, the terms of the Letter of Offer shall prevail.
- 23.8 No failure, delay or omission SEUPB in exercising any right, power or remedy provided by law or under the Grant Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy. No single or partial exercise of any right, power or remedy provided by law or under the Grant Contract shall prevent any future exercise of it or the exercise of any other right, power or remedy. SEUPB's rights, powers and remedies under the Grant Contract are cumulative and they do not exclude any rights, powers or remedies that arise by law.
- 23.9 If any provision of the Grant Contract is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Grant Contract shall not be affected.
- 23.10 The Partners shall carry out all acts and execute all documents which are necessary to give full effect to the Grant Contract and/or shall procure an appropriate third party does the same, at the request of SEUPB.