

2nd AMENDMENT TO PARTNERSHIP AGREEMENT between the Lead Beneficiary and its Project Beneficiaries after the Minor Partner Change 1

For the implementation of the project **North Sea Supply Connect (extension) – NorthseaSupply** (hereinafter referred to as "Project") based on the

- Regulation (EC) No 1080/2006 of the European Parliament and of the Council of 5 July 2006, Article 20(1)(a);
- the North Sea Region Programme 2007-2013 as adopted by the European Commission (hereinafter referred to as "Operational Programme");
- the North Sea Region Fact Sheets (hereinafter referred to as "Fact Sheets");
- the Grant Contract -1st Replacement Contract Extension for the implementation of the Project between the Managing Authority of the North Sea Region Programme 2007-2013 represented by the Central Denmark Region and the Lead Beneficiary dated 2nd of November 2010 (hereinafter referred to as "Grant Contract");
- The Grant Contract - 1st Extension Contract -2nd Replacement Contract after the minor partner change 1, for the implementation of the Project between the Managing Authority of the North Sea Region Programme 2007-2013 represented by the Central Denmark Region and the Lead Beneficiary dated 10th October 2011 (hereinafter referred to as "Grant Contract"); and
- the original Partnership Agreement between Lead Beneficiary and the Project Beneficiaries for the organisation of a partnership and the stipulation of provisions in order to implement the Project;

the following second Amendment to Partnership Agreement (hereinafter referred to as "Second Amendment Agreement") is made and entered into force on 21st October 2010 by and among

Provincie Groningen (PG)	
with its official address at	Martinikerkhof 12 9700AP Groningen (Netherlands)
Total Funding	€ 261.661,00
ERDF	€ 130.830,50
Own Contribution	€ 130.830,50

- hereinafter referred to as "**Lead Beneficiary**" or "**LB**", meaning the lead beneficiary of the Project as defined in Article 20 of Regulation (EC) No 1080/2006 of the European Parliament and of the Council, in Article 2(2) of Commission Regulation (EC) No 951/2007, in the Operational Programme and in the Fact Sheets,

and

Basildon District Council (BDC)	
with its official address at	Basildon Renaissance Partnership Basildon Centre SS14 1DL, Basildon Essex United Kingdom
Total Funding	€ 241.702,00
ERDF	€ 120.851,00
Own Contribution	€ 120.851,00
and listed in the Project Application Form as Project Beneficiary no° 2	

Edinburg Napier University (ENU)	
with its official address at	The Forum, Bankhead Crossway North Sighthill EH11 4BP Edinburg United Kingdom
Total Funding	€ 336.173,00
ERDF	€ 168.086,50
Own Contribution	€ 168.086,50
and listed in the Project Application Form as Project Beneficiary no° 3	

Syntra West (SW)	
with its official address at	Spoorwegstraat 14 8200 Brugge Belgium
Total Funding	€ 139.832,00
ERDF	€ 69.916,00
Own Contribution	€ 69.916,00
and listed in the Project Application Form as Project Beneficiary no° 5	

Provinciale Ontwikkelingsmaatschappij West-Vlaanderen (POM)	
with its official address at	Koning Leopold III-laan 66 8200 Sint-Andries Brugge Belgium
Total Funding	€ 395.251,00
ERDF	€ 197.625,50
Own Contribution	€ 197.625,50
and listed in the Project Application Form as Project Beneficiary no° 6	

Investerings- en Ontwikkelingsmaatschappij voor Noord-Nederland (NOM)	
with its official address at	Peterwoldseweg 810 9728 BM Groningen The Netherlands
Total Funding	€ 127.922,00
ERDF	€ 63.961,00
Own Contribution	€ 63.961,00
and listed in the Project Application Form as Project Beneficiary no° 7	

Kamer van Koophandel Noord-Nederland (KVK)	
with its official address at	Leonard Springerlaan 15 9700 AC Groningen The Netherlands
Total Funding	€ 79.991,00
ERDF	€ 39.995,50
Own Contribution	€ 39.995,50
and listed in the Project Application Form as Project Beneficiary no° 8	

Samenwerkingsverband Noord-Nederland (SNN)	
with its official address at	Postbox 20120 9800 HM Leeuwarden The Netherlands
Total Funding	€ 276.175,00
ERDF	€ 138.087,50
Own Contribution	€ 138.087,50
and listed in the Project Application Form as Project Beneficiary no° 9	

Hamburgisches WeltWirtschaftsInstitut gemeinnützige GmbH (HWWI)	
with its official address at	Fahrenheitstr. 1 28359 Bremen Germany
Total Funding	€ 286.052,00
ERDF	€ 143.026,00
Own Contribution	€ 143.026,00
and listed in the Project Application Form as Project Beneficiary no° 10	

Arvika Näringslivcenter EK.För. (AEC)	
with its official address at	Strandvägen 2, Box 913 67129 Arvika Sweden
Total Funding	€ 195.963,00
ERDF	€ 97.982,00
Own Contribution	€ 97.982,00
and listed in the Project Application Form as Project Beneficiary no° 11	

Edinburgh Chamber of Commerce (ECC)	
with its official address at	Capital House, 2 Festival Square EH3 9SU Edinburgh United Kingdom
Total Funding	€ 227.266,00
ERDF	€ 113.633,00
Own Contribution	€ 113.633,00
and listed in the Project Application Form as Project Beneficiary no° 12	

MARIKO Maritimes Kompetenzzentrum (MARIKO)	
with its official address at	Bergmannstrasse, 36 26789 Emden-Leer Germany
Total Funding	€ 155.573,00*
ERDF	€ 77.786,50*
Own Contribution	€ 77.786,50*
and listed in the Project Application Form as Project Beneficiary no° 13	
*Excluded Expenditures of the Project Sub-partner no° 13a	

Hochschule Emden/ Leer (FEL)	
with its official address at	Bergmannstrasse, 36 26789 Emden-Leer Germany
Total Funding	€ 43.153,00
ERDF	€ 21.576,50
Own Contribution	€ 21.576,50
and listed in the Project Application Form as Project Sub-partner no° 13a	

- hereinafter referred to as "**Project Beneficiaries**" or "**PBs**", meaning the other beneficiaries as defined in Article 20 of Regulation (EC) No 1080/2006 of the European Parliament and of the Council, in the Operational Programme and in the Fact Sheets.

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List of Abbreviations

AEC	Arvika Näringslivcenter EK.För.
BDC	Basildon District Council
EC	European Commission
ECC	Edinburgh Chamber of Commerce
EG	Executive Group
EU	European Union
ERDF	European Regional Development Fund
ENU	Edinburgh Napier University
FEL	Fachhochschule Emden/ Leer
HWWI	Hamburgisches WeltWirtschaftsInstitut gemeinnützige GmbH
KVK	Kamer van Koophandel Noord-Nederland
LB	Lead Beneficiary
MARIKO	Maritimes Kompetenzzentrum
NOM	Investerings- en Ontwikkelingsmaatschappij voor Noord-Nederland
PBs	Project Beneficiaries
PG	Provincie Groningen
PSC	Project Steering Committee
POM	Provinciale Ontwikkelingsmaatschappij West-Vlaanderen
SNN	Samenwerkingsverband Noord-Nederland
SW	Syntra West

Clause 1 **Subject of the Amendment Agreement**

1. Subject of this Agreement is the amendment to the original Partnership Agreement and the 1st Amendment to the Partnership Agreement for the organisation of a partnership and the stipulation of provisions in order to implement the Project after the **Minor Partner Change 1**, in concrete:

- To include the withdrawal of two German partners Institut für regionale Wirtschaftsforschung GmbH (BAW) and Wirtschafts- und Tourismusfördergesellschaft Landkreis Peine mbH (Wito);
- To include the replacement package of new/existing partners incorporating Basildon District Council, Edinburgh Napier University and Edinburgh Chamber of Commerce, from UK; Syntra West, from BE; SNN from The Netherlands and Hamburgisches WeltWirtschaftsinstitut gemeinnützige GmbH (HWWI), from Germany; and
- To include the budget, approved by the NSR JTS with the Partner Change;

2. The Grant Contract including annexes, amendments, and supplements, as well as the legal provisions and Fact Sheets it is based on and refers to - is considered to be an integral part of this Agreement. The Grant Contract is attached to this Agreement as **Annex Ia**.

By signing this Second Amendment Agreement, each PB declares that it is familiar with the content of the Grant Contract and the provisions it refers to and will adhere to them.

3. The original Partnership Agreement for the organisation of a partnership and the stipulation of provisions in order to implement the Project -excluding its annexes- is considered to be an integral part of this Agreement. This is attached to this Second Amendment Agreement as **Annex Ib**.

By signing this Second Amendment Agreement, each PB declares that it is familiar with the content of the original Partnership Agreement and the provisions it refers to and will adhere to them.

4. All further Amendment Annexes are an integral part of this Agreement:

Annex Ia Grant Contract;

Annex Ib Original Partnership Agreement;

Annex II Detailed work plan (see Article 8);

Annex III Detailed Project budget (see Article 9);

Annex IV Detailed spending plan (see Article 10);

Annex V Agreement on cost sharing method (see Article 11);

Clause 2 **Modification of articles and addendum of new Annexes after the Project Extension and Minor Partner Change**

Following articles are affected by the extension and minor partner change of the project and will be replaced as follows:

Article 8: Detailed work plan

1. According to Section C2 of the Grant Contract and based on the work plan included in the latest Project Application Form for the Extension and the minor partner change, the LB and the PBs have developed a detailed work plan containing a numbered list of specific activities with a detailed description, timeframe and the budget for each activity that shall be realised in the framework of the Project. The detailed work plan shows how the planned activities lead to the production of outputs and to the achievement of results as listed in the latest version of the Project Application Form. The detailed work plan is attached to this Second Amendment Agreement as **Annex II** [Amendment Annex_II. 5_Minor_Partner_Change_1].
2. By the attached detailed work plan, the responsibility of each output to be realised and the partner contributions in the framework of the Project are assigned either to the LB or to one of the PBs. The LB and the PBs adhere to this plan.
3. Any request for an amendment of the work plan included in the latest Project Application Form for the Extension and/or of the attached detailed work plan shall be agreed by the LB and the PBs. The PBs shall inform the LB immediately when any need for an amendment occurs. The rules on changes in the approved Project set-up as determined in the Operational Programme, The Programme Fact Sheets and in the Grant Contract will be observed by the partnership.

Article 9: Detailed Project budget, LPs and PBs contributions

1. The PBs accept the Project budget determined in the latest Project Request for Changes Form for the Partner Change, as well as the spending targets and the amount and composition of the earmarked co-financing (approved grant) awarded to the LB as defined in the Grant Contract. Each PB commits itself to providing its individual contribution to the Project budget.
2. A detailed Project budget is attached to this Agreement as **Annex III** [Amendment Annex_III.5_Minor_Partner_Change_1], which provides detailed financial data for the LB and each PB per budget line and work package and reporting period. The LB's and each PB's co-financing rates and their detailed budgets result from the Project Application Form for the Extension and the Form for the Minor Partner Change.
3. The amounts of co-financing defined in the Project Request for Changes Form for the Minor Partner Change are considered as maximum provisional amounts. The ERDF/Norwegian co-financing will be paid by the LB to the PBs on the basis of the reported eligible expenditure. By signing this Agreement, the LB and each PB declare that they will strictly adhere to the rules on eligibility of expenditure and the rules on reporting as defined in Sections C-E of the Grant Contract, the provisions these sections refer to and Fact Sheet No 2.
4. Disbursement of co-financing shall be made subject to the condition that the financing resources from the EU have been transferred to the programme's account. In case of such delay, disbursement will be made as soon as the necessary funds are available.
5. The PBs shall inform the LB immediately when any need for an amendment of the Project budget occurs. Any request for amendment of the Project budget as laid down in the Project Request for Changes Form for the Minor Partner Change, submitted by the LB to the Managing Authority, shall be authorised by the PBs beforehand. The rules on changes in the approved Project set-up as determined in the Operational Programme in the Programme Fact Sheet No 12 and in the Grant Contract will be observed by the partnership.

Article 10: Detailed spending plan

1. Based on the spending plan for Project expenditure included in the latest Project Request for Changes Form for the Partner Change and corresponding to the detailed work plan referred to in Article 8 of this Agreement, the LB and the PBs have agreed on a detailed spending plan which is attached to this Agreement as **Annex IV** [Amendment Annex_IV.5_Minor_Partner_Change_1]. It provides six-monthly spending targets at the level of all parties to this Agreement based on the already reported figures at the time of the preparation of the present Second Amendment Agreement.
2. The PBs shall provide the LB with quarterly interim reports in order to monitor the PBs financial performance within the first week of June and December of each year.

Article 11: Agreement on cost sharing method

1. In accordance with the Project Request for Changes Form for the Partner Change, the LB and the PBs have agreed on a cost sharing model which is attached to this Agreement as **Annex V** [Amendment Annex_V.5_Minor_Partner_Change_1]. It includes information on the estimated total amount of shared expenditure, the cost sharing method – division key (incl. its calculation) with the relevant justification, kinds of expenditure (incl. budget lines), and administrative procedure for reporting and reimbursement of shared costs.
2. The specified share of the common costs will not be increased without agreement of the project Beneficiaries over the lifetime of the project.

Clause 3 Concluding Provisions

1. This Second Amendment Agreement is concluded in English. In case of translation of this document and its annexes into another language, the English version shall be the binding one.
2. This Second Amendment Agreement shall come into force on the Effective Date.
3. This Second Amendment Agreement prevails over the terms of the Partnership Agreement and its First Amendment Agreement. This Second Amendment Agreement forms an integral part of the original Partnership Agreement, which complements and modifies only to the extent described in clauses 1 and 2 above. The other terms and conditions of the original Partnership Agreement remain unchanged and in full force and effect.
4. If any provision in this Second Amendment Agreement should be wholly or partly ineffective, the remaining provisions remain binding for the parties. 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.
5. Amendments and supplements to this Second Amendment Agreement and/or to its Annexes No II-V must be set out in writing in an addendum and signed by the LB and the PBs. All modifications to the Project that are approved by the Monitoring Committee and/or the Managing Authority shall result in such a written addendum to this Agreement and its Annexes II-V.
6. Fourteen (14) executed copies of this Agreement shall be signed by the LB and the PBs. Each party shall keep one copy. The same rules shall apply to any amendments or supplements to this Agreement that may be made.

(Signatures appear on the following separate pages)

Provincie Groningen

Lead Beneficiary

Name

Mr M.J. van den Berg

Title commissaris van de koningin



Signature and stamp (if available)

Place, date

10 NOV. 2011



Basildon Council

Project Beneficiary no° 2

KIGGAN CARRIGAN

Name

HEAD OF RESOURCES

Title



Signature and stamp (if available)

2 Nov 2011

Place, date



Edinburgh Napier University

Project Beneficiary no° 3

JOHN DUFFIELD

Name

VICE PRINCIPAL

Title

John R. Duffield

Edinburgh Napier
UNIVERSITY



Signature and stamp (if available)

EDINBURGH, 27 OCTOBER 2011

Place, date




Syntra West

Project Beneficiary no° 5

Johan De Nere
Name

General manager- Chief Executive
Title


Signature and stamp (if available)



Brugge 28/10/11
Place, date

Provinciale Ontwikkelings Maatschappij

Project Beneficiary no° 6

Stefaan Matton

Name

Algemeen Directeur

Title


Signature and stamp (if available)

Brugge, 27/10/11

Place, date

POM West-Vlaanderen

Provinciehuis Olympia
Koning Leopold III-laan 66
8200 Sint-Andries
Tel. 050 403 166 - Fax 050 71 94 06
E-mail: pom@west-vlaanderen.be
Website: <http://www.pomwvl.be>



Investerings- en Ontwikkelingsmaatschappij voor Noord-Nederland

Project Beneficiary no° 7

Siem Jansen

Name

CEO

Title

Signature and stamp (if available)

Groningen, November 9th 2011

Place, date

Project Beneficiary no° 8

Name

Title

Place, date


Stonington, 45-11-2011

Samenwerkingsverband Noord-Nederland

Project Beneficiary no° 9

R. Engelman
Name

Director
Title


Signature and stamp (if available)

Groningen, 21-11-201
Place, date



**Hamburgisches WeltWirtschaftsInstitut gemeinnützige GmbH
(HWWI)**

Project Beneficiary no° 10

Gunnar GEYER

Name

CEO

Title

 **Hamburgisches
WeltWirtschaftsInstitut gGmbH**
Heimhuder Straße 71
20148 Hamburg | Germany
Signature and stamp (if available) - o
Fax +49 (0)40 34 05 76-776
www.hwwi.org | info@hwwi.org

Hamburg, 25/10/2011

Place, date

Arvika Näringslivcenter EK.För. (AEC)

Project Beneficiary no° 11

MIKAEL ENGSTIG

Name

MANAGING DIRECTOR

Title



Signature and stamp (if available)



Box 913, 671 29 ARVIKA
Sweden
☎ +47 (0)570-74 92 00

ARVIKA 25/10 2011

Place, date



Edinburgh Chamber of Commerce (EEC)

Project Beneficiary no° 12

Liz McArae

Name

Operations Director

Title

Liz McArae

Signature and stamp (if available)

Place, date



Edinburgh Chamber of Commerce
Capital House, 2 Festival Square, Edinburgh EH3 9SU
Tel: 0131 221 2999 Fax: 0131 221 2998



MARIKO Maritimes Kompetenzzentrum (MARIKO)

Project Beneficiary no° 13

WIEBKE BISCHOFF

Name

DEPUTY MANAGING DIRECTOR

Title




Maritimes Kompetenzzentrum

Bergmannstraße 36
26789 Leer
Tel 0491 926 1117
Fax 0491 926 9 1117
info@mariko-leer.de

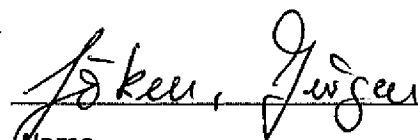
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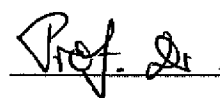
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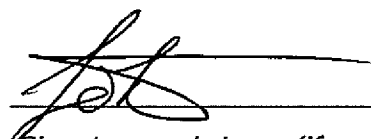
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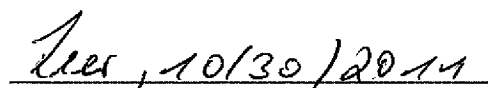
FEL Fachhochschule Emden/ Leer (FEL)

Project Sub-partner no° 13a


Name


Title


Signature and stamp (if available)


Place, date