

ARPA
Agenzia Regionale per la Prevenzione e l'Ambiente
dell'Emilia - Romagna

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Atti amministrativi

Deliberazione del Direttore Generale	n. DEL-2012-56 del 18/07/2012
Oggetto	Direzione Tecnica. Partecipazione di Arpa Emilia-Romagna al Programma 2012 dell'Associazione Climate Kic - Pioneers into Practice. Provvedimenti conseguenti.
Proposta	n. PDEL-2012-53 del 06/07/2012
Struttura proponente	Direzione Tecnica
Dirigente proponente	Belladonna Vito
Responsabile del procedimento	Belladonna Vito

Questo giorno 18 (diciotto) luglio 2012 (duemiladodici), presso la sede di Via Po n. 5, in Bologna, il Direttore Generale, Prof. Stefano Tibaldi, delibera quanto segue.

Oggetto: Direzione Tecnica. Partecipazione di Arpa Emilia-Romagna al Programma 2012 dell'Associazione Climate Kic – Pioneers into Practice. Provvedimenti conseguenti.

PREMESSO:

- che l'Associazione no-profit Climate-KIC (Knowledge & Innovation Community) collega partner globali e locali dei settori privati, pubblici e accademici, allo scopo di accrescere conoscenza sul tema del cambiamento climatico;
- che l'Associazione Climate-KIC realizza diversi programmi di attività tra cui il Programma Pioneers into Practice che offre la possibilità a soggetti individuali di accrescere le proprie competenze in merito allo sviluppo di sistemi innovativi per l'utilizzo di energie rinnovabili;
- che tale Programma si svolge in sei regioni europee, tra cui l'Emilia-Romagna, con la partecipazione di giovani a progetti realizzati da altre realtà pubbliche sia attraverso un periodo di permanenza presso il soggetto individuato sia con la partecipazione a workshop intensivi e all'annuale Climate-KIC Innovation Festival;

PREMESSO INOLTRE:

- che in tale contesto Arpa Emilia-Romagna ha valutato opportuno prevedere la partecipazione al suddetto programma, con il coinvolgimento in particolare dei seguenti collaboratori della Direzione Tecnica che verranno ospitati presso i soggetti indicati:
 - Francesca Lussu presso l'Università di Bologna, Centro Interdipartimentale di Ricerca Industriale Energia e Ambiente con sede a Rimini;
 - Michele Sansoni presso l'ANCI Emilia-Romagna con sede a Bologna;
 - Stefano Zauli presso l'Agenzia per l'Energia e lo Sviluppo Sostenibile di Modena;
- che ASTER S.cons.p.a. è il Consorzio tra la Regione Emilia-Romagna, le Università, gli Enti di ricerca nazionali operanti sul territorio - CNR ed ENEA - l'Unione regionale delle Camere di Commercio e le Associazioni imprenditoriali regionali nato con lo scopo di promuovere e coordinare:
 - azioni per lo sviluppo del sistema produttivo regionale verso la ricerca industriale e strategica;
 - azioni per il trasferimento di conoscenze e competenze tecnologiche;
 - azioni per lo sviluppo in rete di strutture dedicate alla ricerca di interesse industriale promosse in collaborazione con Università, Enti di ricerca e imprese operanti in Emilia-Romagna;
- che il Consorzio è stato costituito sulla base del Protocollo di Intesa del 2001 ed opera

senza finalità di lucro;

RILEVATO:

- che ASTER S.cons.p.a., in qualità di membro (Affiliate Partner) dell'Associazione Climate-Kic, svolge il ruolo di interlocutore con Arpa Emilia-Romagna per la partecipazione al Programma Pioneers into Practice;
- che a tale scopo ASTER S.cons.p.a. ha inviato ad Arpa tre schemi di accordo (uno per ognuno dei partecipanti al programma), allegati sub A) al presente atto quali parti integranti e sostanziali, finalizzati a disciplinare le attività e le modalità di realizzazione delle stesse da parte dei collaboratori di Arpa individuati;
- che ASTER S.cons.p.a. si impegna a rimborsare ad Arpa, quale organizzazione cui appartengono i c.d. "pionieri", fino all'importo massimo di Euro 8.000,00, fuori campo IVA ai sensi dell'art. 72, comma 3, del D.P.R. n. 633/72, per ognuno dei collaboratori di cui trattasi e secondo l'articolazione per attività dettagliata in ogni accordo;
- che le attività da svolgersi da parte dei "pionieri" ed i tempi di realizzazione delle stesse sono descritti nell'Annex 1 di ogni accordo;

CONSIDERATO:

- che Arpa ritiene di fondamentale importanza favorire lo scambio di conoscenze con altri soggetti pubblici nelle materie di propria competenza istituzionale;
- che Arpa ritiene di analoga rilevanza favorire la crescita professionale dei propri collaboratori attraverso esperienze di scambio professionale quali il Programma Pioneers into Practice;

CONSIDERATO INOLTRE:

- che i costi che Arpa sosterrà e che verranno rimborsati da ASTER S.cons.p.a. sono relativi a costi di personale per l'attività svolta presso gli enti sopracitati ed a costi di missione per le attività che saranno realizzate all'estero;
- che i costi operativi previsti a carico di Arpa Emilia-Romagna per la realizzazione del Programma sono interamente coperti dai relativi finanziamenti;

DATO ATTO:

- che il soggetto competente all'attuazione del Programma Pioneers into Practice è la Direzione Tecnica in quanto i collaboratori coinvolti nel Programma appartengono a tale Nodo;

RITENUTO:

- opportuna, alla luce delle considerazioni sopracitate, la partecipazione di Arpa Emilia-Romagna al Programma 2012 dell'Associazione Climate Kic – Pioneers into Practice

attraverso la realizzazione da parte dei collaboratori della Direzione Tecnica Francesca Lussu, Michele Sansoni e Stefano Zauli di attività progettuali presso, rispettivamente, l'Università di Bologna, Centro Interdipartimentale di Ricerca Industriale Energia e Ambiente, l'ANCI Emilia-Romagna e l'Agenzia per l'Energia e lo Sviluppo Sostenibile di Modena;

- di approvare gli accordi da sottoscrivere con ASTER S.cons.p.a., allegati sub A) al presente atto quali parti integranti e sostanziali, finalizzati a disciplinare la partecipazione di Arpa Emilia-Romagna al suddetto Programma;
- di delegare il Direttore Tecnico ad agire in qualità di legale rappresentante di Arpa Emilia-Romagna nell'ambito del Programma 2012 del Climate Kic – Pioneers into Practice nei confronti di ASTER S.cons.p.a., quale membro dell'Associazione Climate Kic che svolge il ruolo di interlocutore con l'Agenzia per la partecipazione al Programma;
- di delegare al Direttore Tecnico l'adozione di ogni atto che si renda necessario per garantire lo svolgimento del Programma, nell'ambito del budget riportato negli allegati sub A);

SU PROPOSTA:

- del Direttore Tecnico Ing. Vito Belladonna il quale ha espresso, ai sensi del Regolamento Arpa per il Decentramento amministrativo, il proprio parere favorevole in ordine alla regolarità amministrativa del presente provvedimento;

DATO ATTO:

- del parere di regolarità contabile espresso dal Responsabile dell'Area Bilancio e Controllo economico, Dott. Giuseppe Bacchi Reggiani, ai sensi del Regolamento Arpa per il Decentramento amministrativo;
- che il Responsabile del procedimento è lo stesso Direttore Tecnico Ing. Vito Belladonna;

DELIBERA

1. di approvare la partecipazione di Arpa Emilia-Romagna al Programma 2012 dell'Associazione Climate Kic – Pioneers into Practice attraverso la realizzazione da parte dei collaboratori della Direzione Tecnica Francesca Lussu, Michele Sansoni e Stefano Zauli di attività progettuali presso, rispettivamente, l'Università di Bologna, Centro Interdipartimentale di Ricerca Industriale Energia e Ambiente, l'ANCI Emilia-Romagna e l'Agenzia per l'Energia e lo Sviluppo Sostenibile di Modena;
2. di approvare gli accordi da sottoscrivere con ASTER S.cons.p.a., allegati sub A) al presente atto quali parti integranti e sostanziali, finalizzati a disciplinare la partecipazione

di Arpa Emilia-Romagna al suddetto Programma;

3. di dare atto che ASTER S.cons.p.a. si impegna a rimborsare ad Arpa fino all'importo massimo di Euro 8.000,00, fuori campo IVA ai sensi dell'art. 72, comma 3, del D.P.R. n. 633/72, per ognuno dei partecipanti al Programma secondo l'articolazione per attività dettagliata in ogni accordo;
4. di delegare il Direttore Tecnico, quale Direttore del Nodo cui appartengono i collaboratori di cui al precedente punto 1., ad agire in qualità di legale rappresentante di Arpa Emilia-Romagna nell'ambito del Programma 2012 del Climate Kic – Pioneers into Practice nei confronti di ASTER S.cons.p.a., quale membro dell'Associazione Climate Kic che svolge il ruolo di interlocutore con l'Agenzia per la partecipazione al Programma;
5. di delegare al Direttore Tecnico l'adozione di ogni atto che si renda necessario per garantire lo svolgimento del Programma, nell'ambito del budget riportato negli allegati sub A).

PARERE FAVOREVOLE

IL DIRETTORE TECNICO

(F.to Ing. Vito Belladonna)

IL DIRETTORE AMMINISTRATIVO

(F.to Dott.ssa Massimiliana Razzaboni)

IL DIRETTORE GENERALE

(F.to Prof. Stefano Tibaldi)

**TO BE SENT DULY SIGNED
IN EACH PAGE**

The 20th of April 2012

Spettabile ARPA – Agenzia Regionale per la Prevenzione e l’Ambiente dell’Emilia-Romagna

Climate KIC - Pioneers into Practice programme 2012 (“the 2012 Programme”) non partner sub-granting letter – Rif. EIT – Grant Agreement Contract No. EIT/Climate KIC/GA2012/1 of the 30th march 2012

In return for you ARPA – Agenzia Regionale per la Prevenzione e l’Ambiente dell’Emilia-Romagna con sede legale in Via Po, 5 40139 Bologna (BO) – C.F./P.I.: 04290860370 represented by *Stefano Tibaldi* (“you”) agreeing to participate in the 2011 Programme we have agreed to provide you with financial support in relation to such participation, upon the terms of this letter.

The details of your participation, and the activities to be provided by you (“Tasks”), are as set out in Annex 1 to this letter. Annex 1 derives from the 2011 Climate KIC (defined below) Business Plan.

As you are aware, we **ASTER S. CONS. P.A** via Piero Gobetti 101, I-40129 Bologna registered number IT03480370372 (“we” or “us”) are a member (and so called “Affiliate Partner”) of Association Climate KIC, an Association based in the Netherlands, with registered office at Heidelberglaan2, 3584 CS Utrecht (“Climate KIC”).

Under a written resolution circulated on 2 September 2011 the Assembly of Climate-KIC authorised the release of certain grant funding to us, to other KIC Partners, and to certain non-partner organisations in relation to the Programme, in accordance with the terms of a Partner Grant Agreement (“PGA”). A copy of the PGA which applies to our participation in the 2011 Programme (including an Amendment permitting the release of funding to you) is attached at Annex 3 to this letter.

As you are aware, the PGA covers the release of certain grant funding provided by the European Institute for Innovation and Technology (“EIT Grant Funding”, and “EIT”, respectively). You are a “non-partner organisation” for the purposes of Climate-KIC (because you are not a member (KIC Partner) under the Articles of Association of Climate-KIC). The contracts between EIT and Climate KIC under which EIT Grant Funding is made available¹ impose various conditions on Climate KIC, and us, in relation to the provision of financial support to non-partner organisations.

This letter sets out the details of such conditions, and specifies the other terms and conditions which will apply in relation to any EIT Grant Funding we pay to you in relation to the 2011 Programme.

In particular:

1. In consideration of your proper performance of such Tasks, we agree to reimburse you for 100% of the eligible costs incurred by you in the performance of the Tasks for the 2012 Programme, subject to a maximum of eight thousand Euro (€8,000.00). Eligible costs are the types of cost set out in Article 7 of GA 2012 (defined below), a copy of which is set out in Annex 2 to this letter, for ease of reference. Where EIT Grant Funding is paid as pre-financing to you, you shall only apply such funding to meet eligible costs, and such funding shall be subject to claw back by us or EIT if not allocated accordingly. Payment of EIT Grant Funding will be made as soon as reasonably practicable following receipt by us of the relevant EIT Grant Funding instalment. [Please provide us details of your bank account as soon as possible, to enable us to process this payment];
2. You agree to perform the Tasks in accordance with the requirements of the PGA and such that, in relation to our contribution, we are not put in breach of the PGA;
3. You hereby agree that the terms relating to Intellectual Property in the PGA which apply between Association Climate KIC and us, shall apply *mutatis mutandis*, between you and us, to

¹Specifically, a Framework Partnership Agreement (“FPA”), and Grant Agreement 2011 Contract nr. EIT/Climate Kic/GA2012 signed on 30th March 2012 (“GA 2012”). Copies of these documents are available upon request.

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enable us to comply with the requirements of Clause 4 of the PGA. In particular, any Intellectual Property contributed by you to the Programme (whether Background or Foreground) shall belong to you (or your licensors, as the case may be) but shall, where necessary, be licensed to us to enable us to grant the licences referred to in Clauses 4.2 and 4.3 of the PGA, on equivalent terms (*mutatis mutandis*).

4. You hereby agree to the following terms, imposed by EIT under the FPA (defined above). The following terms are EIT's standard funding conditions, which we are obliged to include in all contracts under which EIT Grant Funding is made available. Please note these carefully:
 - 4.1 you undertake to provide any detailed information, including information in electronic format, requested by the EIT, by us, or by any other outside body authorised by the EIT to check that the Tasks are being properly implemented and that eligibility criteria for costs have been met;
 - 4.2 you shall keep at EIT's and our disposal all original documents, especially accounting and tax records, or, in exceptional and duly justified cases, certified copies of original documents relating to this agreement, stored on any appropriate medium that ensures their integrity in accordance with the applicable national legislation, for a period of five years from the date of payment of the balance of the EIT Grant Funding to you;
 - 4.3 you agree that EIT may have an audit of the use made of the EIT Grant Funding carried out either directly by EIT staff or by any other outside body authorised to do so on its behalf (which may include us, or our authorised representatives, if EIT so directs). Such audits may be carried out throughout the period of implementation of this agreement until the balance of any payment is made and for a period of five years from the date of payment of the balance. Where appropriate, the audit findings may lead to recovery decisions by EIT, with which you shall comply;
 - 4.4 you agree to allow EIT staff and outside personnel authorised by the EIT (which may include us, or our authorised representatives, if EIT so directs) the appropriate right of access to your sites and premises to all the information, including information in electronic format, needed in order to conduct such audits;
 - 4.5 in accordance with EU legislation, the European Commission, the European Anti-Fraud Office (OLAF) and the Court of Auditors may carry out on-the-spot checks and inspections of the documents of any recipient of EIT Funding, including at the premises of the final recipients, in accordance with the procedures laid down by EU law for the protection of the financial interests of the European Union against fraud and other irregularities. Where appropriate, the inspection findings may lead to recovery decisions by the EIT, with which you shall comply; and
 - 4.6 this clause 4 may be enforced by us, or by the EIT directly, and although it is not a party to this agreement EIT shall have the full benefit of this clause.
5. In addition to annex 2, criteria on eligibility of costs and description of documents to provide is given in annex 4 (specific for Italian Non-KIC partners). In the event of any conflict or inconsistency between (i) the terms of the main body of this letter and the annex 2 (on the one part) and (ii) annex 4 on the other, the terms of this letter and annex 2 shall take priority (to the extent of any such conflict or inconsistency).

Please sign and date the enclosed copy of this letter to indicate your acceptance of the above terms and conditions, and return one copy to me.

Signature

PAOLO BONARETTI
(director)

For and on behalf of **ASTER S. CONS. P.A**

Signed:

Print Name: **Stefano Tibaldi**

As duly authorised representative for and on behalf of **ARPA – Agenzia Regionale per la Prevenzione e l’Ambiente dell’Emilia-Romagna**

Date: *The 20th of April 2012*

Annex 1
Task Description and EIT Grant Funding Overview

Activities (i.e. all Activities in which the non Partner is involved)	Summary of Tasks of the non Partner (i.e. for each Activity, the task of the Partner within it)	Budgeted maximum funding from Climate KIC
Pioneers into Practice – Pilot Action for Domestic and International Exchange	<ul style="list-style-type: none"> • To release Francesca Lussu to participate in the PiP programme activities as outlined in the Activities Description in the PGA Annexed at Annex 3 to this letter (“the PGA”). These include participating in the Introductory Workshop, the domestic placement taking place in period 23 April – 1 June 2012 and relative crucible, the international placement taking place in period between 4 October and 9 November 2012 and relative crucible and the Innovation Festival taking place in Bologna on 1st and 2nd October 2012 • To put in place the necessary arrangements and payments for travel, accommodation and subsistence to enable Francesca Lussu to participate in the programme activities • To provide a performance and cost report relating to Francesca Lussu’s participation in the programme, according to the rules set out in Appendix 4 of the present non-partner sub-granting letter 	8,000 Euro

Total budgeted EIT funding: 8,000 Euro

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Annex 2
Eligibility Criteria
(Article 7 of 2012 EIT GA)

[NB: terms below which refer to "KIC partner" shall apply, mutatis mutandis, to you]

7.1 Eligibility criteria

7.1.1 Eligible costs of KIC added-value activities are costs actually incurred which meet all the following criteria:

- they are incurred during the implementation of the action (the KIC Business Plan 2012) as specified in the GA, with the exception of costs relating to final reports and certificates on the financial statements and underlying accounts;
- they are connected with the subject of the GA and they are clearly indicated in the estimated overall budget annexed to it;
- they are necessary for the implementation of the action (the KIC Business Plan 2012) which is the subject of the Grant;
- they are identifiable and verifiable, in particular being recorded in the accounting records of the KIC LE or a KIC partner and determined according to the applicable accounting standards of the country where the KIC LE or a KIC partner is established and according to the usual cost-accounting practices of the KIC LE or the KIC partner;
- they comply with the requirements of applicable tax and social legislation;
- they are reasonable, justified, and comply with the requirements of sound financial management, in particular regarding economy and efficiency.

7.1.2 The KIC LE and KIC partners' accounting and auditing procedures must permit direct reconciliation of the costs and revenue declared in respect of the action (the KIC Business Plan 2012) with the corresponding accounting statements and supporting documents.

7.2 Eligible direct and indirect costs

7.2.1 The eligible costs of KIC added-value activities to be funded by the EIT consist of eligible direct costs and indirect costs.

7.2.2 The eligible direct costs of the KIC added-value activities are those costs which, with due regard for the criteria set out in Article 7.1, are identifiable as specific costs directly linked to their implementation and which can therefore be booked to them directly. In particular, the following direct costs are eligible provided that they satisfy the criteria set out in Article 7.1:

- the cost of staff assigned to the KIC added-value activities, comprising actual salaries plus social security charges and other statutory costs included in the remuneration, provided that this does comply with the KIC LE's and the KIC partner's usual policy on remuneration;
- travel and subsistence allowances for staff taking part in the KIC added-value activities, provided that they are in line with the KIC LE's and the KIC partner's usual practices on travel costs or do not exceed the scales approved annually by the Commission;
- refurbishment costs, provided that they are identifiable and assigned to the KIC added-value activities;
- rental cost of premises (apportioned if used for other activities) provided that they are identifiable and assigned to the KIC added-value activities;

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- the purchase cost of equipment (new or second-hand) provided that it is written off in accordance with the tax and accounting rules applicable to the KIC LE or the KIC partner and generally accepted for items of the same kind. Only the portion of the equipment's depreciation corresponding to the duration of the action and the rate of actual use for the purposes of the action may be taken into account by the EIT, except where the nature and/or the context of its use justifies different treatment by the EIT;
- costs of consumables and supplies, provided that they are identifiable and assigned to the KIC added-value activities;
- costs entailed by other contracts or agreements awarded by the KIC LE or the partners for the purposes of carrying out the KIC added-value activities, provided that the conditions laid down in Articles 8 on Subcontracting and 9 on Sub-granting are met;
- costs arising directly from requirements imposed by the FPA or the GA (dissemination of information, specific evaluation of the action, audits, translations, reproduction, etc.), including the costs of any financial services (especially the cost of financial guarantees).

7.2.3 The eligible indirect costs for the KIC added-value activities are those costs which, with due regard for the conditions of eligibility set out in Article 7.1, are not identifiable as specific costs directly linked to implementation of the KIC added-value activities which can be booked to them directly, but which can be identified and justified by the KIC LE and/or KIC partners using their accounting system as having been incurred in connection with the eligible direct costs for the KIC added-value activities. They may not include any eligible direct costs.

7.2.4 The KIC LE and/or KIC partners may use a simplified method of calculation of their indirect eligible cost if it is in accordance with their usual accounting and management principles and practices.

7.2.5 By way of derogation from Article 7.1, the indirect costs incurred in carrying out an action may be eligible for flat-rate funding fixed at not more than 20% of the total eligible direct costs. In the case of non-profit public bodies, higher education establishments, research organisations or SMEs unable to identify with certainty their real indirect costs, this threshold may be 40%. Such costs do not need to be supported by accounting documents.

7.3 Non-eligible costs

The following costs shall not be considered as eligible costs:

- costs of large infrastructure and/or purchase cost of equipment (new or second-hand) supporting the set-up and development of co-locations and KIC LE, corresponding to expenditure treated as capital expenditure in accordance with the tax and accounting rules applicable to the KIC LE or the KIC partner and recorded in the fixed assets account of its balance sheet for a total value exceeding EUR 1 000 000 (one million euros);
- return on capital;
- debt and debt service charges;
- provisions for losses or potential future liabilities;
- interest owed;
- doubtful debts;
- exchange losses;
- VAT, unless the KIC LE or the KIC partner can show that it is unable to recover it, partially or in its entirety, according to the applicable national legislation. VAT is not an eligible cost for public bodies;

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- costs declared by the KIC and covered by another action or work programme receiving a Union grant;
- excessive or reckless expenditure.”

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Annex 3
PGA

[copy attached]

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Annex 4

Description of documents to provide to meet eligibility criteria and payments (specific for Italian Organisation)

Article 1 – Duration and place

- i. The eligibility of expenditure is valid from the dates of start to the date of end of each placement including also the participation to the Innovation Festival;
- ii. The duration of each placement is of approx 20 days, consisting of days of placement and days to attend crucible workshops.
- iii. The Organisation, being aware that the participation at the programme is personal and he/she cannot be replaced by any person nor he/she can be accompanied by others, shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the placement is being carried out, or as a consequence of the placement. The Organisation shall discharge ASTER of any liability arising from any claim or action brought as a result of an infringement by the Organisation, or as a result of violation of a third party's rights. It is therefore requested that the Organisation provides for a private insurance for damage or injury of any kind to himself/herself or third parties.

Article 2 - Financial support

- i. ASTER undertakes to reimburse the Organisation to which the pioneer belongs up to a **maximum of € 8.000,00 (eight thousand/00 euro) not subject to VAT according to art.72, comma 3, point n. 3) D.P.R. n. 633/72** for the tasks foreseen in Annex 1.
The mentioned maximum total financial support of € **8.000,00 (eight thousand/00 euro)** mainly consisting of costs related to travel, subsistence costs and also of personnel costs (in case of employees or people with any kind of contract determining a monthly wage) - during the Relevant Grant Period on the basis of actual eligible costs incurred by the pioneer is subdivided into the limits specified below:
 - a. for a **maximum of € 2.000,00** (two thousand /00 euro) for Participation in the Introductory Workshop, domestic placement and Crucible;
 - b. for a **maximum of € 1.000,00** (one thousand/00 euro) for the Participation in the Climate-KIC Innovation Festival;
 - c. for a **maximum of € 5.000,00** (five thousand /00 euro) for the Introductory Workshop, the international placement and Crucible.
- ii. The amount mentioned in this article is the maximum financial support allowed to cover costs incurred by the pioneer during the placements, the workshops, the crucibles and the Innovation Festival. This means that if, at the end of each activity foreseen in article 2.i.a., 2.i.b., and 2.i.c., the total of the actual eligible costs is lower than the amount foreseen in each of the mentioned points, the financial support will equal the actual eligible costs. If the total of the actual eligible costs is higher than the amounts foreseen in article 2.i.a., 2.i.b., and 2.i.c., the financial support will be the maximum fixed in those points.
- iii. ASTER will reimburse the Organisation to which the pioneer belongs on the basis of eligible costs incurred and claimed by the Organisation on the basis of documents (original time sheet duly signed, expenses log duly signed, activity report, document evidences of the costs) provided by the pioneer on attendance of the introductory workshops, the crucibles and of the placements, provided that the Annual Grant Agreement, the PGA and Appendix are signed;
- iv. Having these conditions satisfied the Organisation to which the pioneer belongs shall be entitled to be reimbursed by submission to ASTER of an invoice issued and sent to ASTER S. Cons. p.a., Via Piero Gobetti 101, 40129 Bologna, Italy, VAT nr. IT 03480370372 having care to include compulsorily the following references: project **"CLIMATE KIC 2012 – PIONEERS INTO PRACTISE PROGRAMME - Rif. EIT Grant Agreement Contract No. EIT/Climate KIC/GA2012/1 of the 30/03/2012 - Not subject to VAT according to art.72, comma 3, point n. 3) D.P.R. n. 633/72"**. Invoices will be issued at due dates that follow and containing all the

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- demanded expenses to reimbursement duly proved by the series of documents/declarations required:
- a maximum amount of euro **2.000,00** (two thousand /00 euro) at the end of domestic placement and crucible;
 - a maximum amount of euro **6.000,00** (six thousand /00 euro) at the end of the international placement and crucible, upon presentation of all the documents foreseen in this Annex.
- v. Payment of the first invoice will be done through bank transfer in 60 days month end. Payment of the second invoice will be in two instalments:
- the first instalment of maximum Euro 4.000,00 (euro four thousand/00) will be paid after 60 days month end;
 - the balance payment to be done only after approval by the EIT of the final performance and cost reporting on the basis of the total eligible total amount approved by EIT.
- vi. Payments to the Pioneer will have to be considered as pre-financing until the balance payment will be transferred to the Organisation to which the pioneer belongs at the end of all the activities when the final reporting will be approved by EIT.
-

Article 3 - Eligible costs

- i. To be considered as eligible costs, costs must satisfy the following criteria:
- They must be connected with the subject of the agreement.
 - They must be incurred during the placements and the Innovation Festival of the non KIC partner as established above.
 - They must be necessary for the placements and the Innovation Festival.
 - They must be reasonable and justified and they must be in conformity with the principles of sound financial management, in particular in terms of value for money and cost-effectiveness.
 - They must be identifiable and verifiable.
 - They must comply with the requirements of applicable tax.
- ii. In particular Staff costs are eligible for the placements on the following conditions:
- are calculated on the basis of real costs occurred, by the Organisation to which the Pioneer belongs:
 - costs related to monthly wage paid to pioneer for attending the introductory workshops, the placements and at the crucible workshops duly evidenced in the daily registration data filled in the template that follows. The reimbursable cost will consist of actual salary plus social security charges and other statutory costs (not fiscal ones) included in the remuneration. Reimbursement will be made only on the basis of the hours in the attached registration form (duly fulfilled and signed) for each placement and of signature showing attendance to workshops. Overtime pay is excluded. The hourly costs will have to be calculated and certified, with "absumption of responsibility" by the work adviser of the Organisation to which the pioneer belongs or, in absence, by the administrative service of the Organisation itself. In absence of this certification, only the net amount paid to the pioneer (instead of additional charges also) will be reimbursed to the Organisation calculated proportionally on the basis of actual hours spent on project activities by the pioneer. The Organisation will have to attach a copy of the monthly payslips and a valid DURC document (Documento Unico Regolarità Contributiva) to its request for reimbursement to ASTER, but commits itself to sent to ASTER the F24 document proving payment of IRPEF charges as soon as they are paid, and with a maximum of 60 days from request of reimbursement. Should rules about eligibility of staff costs be amended or better specified in the Grant agreement, ASTER will draw up a special written agreement;
 - are related to statutory staff, having either a permanent or a temporary employment contract with the non KIC partner.
- iii. Travel costs on the basis of real costs occurred by the Organisation:
- for travel from the point of origin to the point of destination and vice versa meaning economy airfares (please note, for example, to give ASTER besides the flight tickets also the original boarding cards otherwise ASTER can't reimburse the flight tickets),

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- train, taxi used from the airport/railway station near the non Kic partner's accommodation to the Host Organisation's headquarters or the new on Kic partner's accommodation abroad.
- the cheapest means of travel are to be used (i.e Apex flight for air travel, economic fares or other reduced fares).
- iv. Subsistence costs abroad on the basis of real costs occurred by non KIC partner:
- Accommodation (hotel/B&B/flat rented/etc), meals and all local travels at the place of destination abroad;
- v. Insurance, based on real costs incurred by the pioneer or His Organisation where national legislation in the country of residence of the Host Organisation, or abroad requires an insurance for the pioneer.
- All the costs must be supported by copies of original documents and as regards the flight tickets, also the boarding cards are necessary to reimburse.

Article 4 – Reporting

- i. The Organisation will have to provide one financial (expences log) and one technical (activity report) reports, on the basis of a template that will be provided and attaching copies of all expenses occurred for the tasks carried out. No payments can be made without expences log (with attached the documentary evidences), activity report and time sheet duly filled in and signed.

Article 5 – Tax regime of the contract

- i. The provision, according to explicit fiscal law, is **not subject to VAT according to art.72, comma 3, point n. 3) D.P.R. n. 633/72** because it deals with "*Acquisto di beni e/o servizi funzionali all'esecuzione di contratti di ricerca e di associazione stipulati con l'Unione Europea e nei limiti della partecipazione della Unione stessa*". ASTER will issue a special declaration that must be attached to the invoices issued by the Organisation to which the pioneer belongs in which will be given evidence of the details of the contract stipulated with European Commission and the purpose of the present provision. It's called attention, as a point of information, to the note of the Agenzia delle Entrate Prot. N. 2006/19016 of the 21/03/2006 following the request N. 954-509/2005 submitted by CNR, and the Resolution AE of the 04/04/2006 n. 50.

Article 6 – Liability

- i. ASTER cannot under any circumstances or for any reason whatsoever be held liable for damage or injury or accident (of whatever nature either material, financial or physical) sustained to the property of the Host Organisation during the placement or as a consequence of the placement. The pioneer will not be responsible for the correct application of the security law in job place on behalf of the Host Organisation. ASTER will not answer for whatever damage that the pioneer might cause to the Host Organisation neither/either for the quality of what learned during the placement at Host Organisation neither/either for whatever problem connected to a bad or lacking or unsuccessful path of learning or for whatever personal, working, structural problem (and relative consequences) correlated to the stay at Host Organisation also if it had negative relapse on the result of placement final evaluation. ASTER will not be responsible for disagreement or lack of agreement between the pioneer and the Host Organisation regarding whatever variation of the arranged calendar. ASTER will not be responsible in case of any problem regarding accomodation.
- ii. ASTER and EIT or their staff shall not be held liable in the event of a claim under the contract relating to any damage caused during the execution of the placement. Consequently, ASTER or the EIT shall not entertain any request for indemnity of reimbursement accompanying such claim.
- iii. During the course of the Programme, the pioneer is in duty bound:
- iv. to carry out the foreseen activities as specified in the Pioneers into Practise Programme Commitment.
- v. to keep the necessary reserve as regards facts, data, information and knowledge about process, products etc acquired during the course of the Programme;

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- vi. to inquire and to examine security law in force at Host Organisation;
- vii. to respect the law in force in the hosting organisation as regards security, hygiene and health on working place.

Article 7 – Conflict of interests

- i. The pioneer undertakes to take all the necessary measures to prevent any risk of conflict of interests which could affect the impartial and objective execution of the agreement. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.
- ii. Any situation constituting or likely to lead to a conflict of interests during the execution of the agreement must be brought to the attention of ASTER in writing, without delay. The pioneer shall undertake to take whatever steps are necessary to rectify this situation at once.
- iii. ASTER reserves the right to check that the measures taken are appropriate and may demand that the pioneer take additional measures, if necessary, within a certain time.

Article 8 - Evaluation

- i. Whenever EIT or ASTER carry out an interim or final evaluation of the action's impact measured against the objectives of the programme, the pioneer and the Organisation to which he belongs undertake to make available all such documents or information, including information in electronic format, that will allow the evaluation to be successfully completed and to give them the rights of access.

Article 9 – Contact person

- i. Any communication in connection with this agreement shall be done by the pioneer in writing to the contact person mentioned below. The Organisation to which the pioneer belongs is obliged to communicate his contact details to the contact person as soon as starts each placement.

Name and surname of the contact person at ASTER: Filippo Saguatti
 Function: Pioneer into Practices Manager
 Email: pjp@aster.it
 Tel.: 051-639.80.99
 Fax: 051-639.81.31

Article 9 – Bank account

- i. Payment of the amounts due according to the specific rules which will be communicated after the signature of the Annual Grant Agreement will be made to the following bank account according to the conditions mentioned in the Annexes of this agreement:

Name of the bank account holder: ARPA – Agenzia Regionale per la Prevenzione e l'Ambiente dell'Emilia-Romagna
 Name of the Bank: UNICREDIT
 IBAN: IT5200200802450000003175646

Signature

**TO BE SENT DULY SIGNED
IN EACH PAGE**

The 20th of April 2012

Spettabile ARPA – Agenzia Regionale per la Prevenzione e l'Ambiente dell'Emilia-Romagna

Climate KIC - Pioneers into Practice programme 2012 (“the 2012 Programme”) non partner sub-granting letter – Rif. EIT – Grant Agreement Contract No. EIT/Climate KIC/GA2012/1 of the 30th march 2012

In return for you ARPA – Agenzia Regionale per la Prevenzione e l'Ambiente dell'Emilia-Romagna con sede legale in Via Po, 5 40139 Bologna (BO) – C.F./P.I.: 04290860370 represented by *Stefano Tibaldi* (“you”) agreeing to participate in the 2011 Programme we have agreed to provide you with financial support in relation to such participation, upon the terms of this letter.

The details of your participation, and the activities to be provided by you (“Tasks”), are as set out in Annex 1 to this letter. Annex 1 derives from the 2011 Climate KIC (defined below) Business Plan.

As you are aware, we **ASTER S. CONS. P.A** via Piero Gobetti 101, I-40129 Bologna registered number IT03480370372 (“we” or “us”) are a member (and so called “Affiliate Partner”) of Association Climate KIC, an Association based in the Netherlands, with registered office at Heidelberglaan2, 3584 CS Utrecht (“Climate KIC”).

Under a written resolution circulated on 2 September 2011 the Assembly of Climate-KIC authorised the release of certain grant funding to us, to other KIC Partners, and to certain non-partner organisations in relation to the Programme, in accordance with the terms of a Partner Grant Agreement (“PGA”). A copy of the PGA which applies to our participation in the 2011 Programme (including an Amendment permitting the release of funding to you) is attached at Annex 3 to this letter.

As you are aware, the PGA covers the release of certain grant funding provided by the European Institute for Innovation and Technology (“EIT Grant Funding”, and “EIT”, respectively). You are a “non-partner organisation” for the purposes of Climate-KIC (because you are not a member (KIC Partner) under the Articles of Association of Climate-KIC). The contracts between EIT and Climate KIC under which EIT Grant Funding is made available¹ impose various conditions on Climate KIC, and us, in relation to the provision of financial support to non-partner organisations.

This letter sets out the details of such conditions, and specifies the other terms and conditions which will apply in relation to any EIT Grant Funding we pay to you in relation to the 2011 Programme.

In particular:

1. In consideration of your proper performance of such Tasks, we agree to reimburse you for 100% of the eligible costs incurred by you in the performance of the Tasks for the 2012 Programme, subject to a maximum of eight thousand Euro (€8,000.00). Eligible costs are the types of cost set out in Article 7 of GA 2012 (defined below), a copy of which is set out in Annex 2 to this letter, for ease of reference. Where EIT Grant Funding is paid as pre-financing to you, you shall only apply such funding to meet eligible costs, and such funding shall be subject to claw back by us or EIT if not allocated accordingly. Payment of EIT Grant Funding will be made as soon as reasonably practicable following receipt by us of the relevant EIT Grant Funding instalment. [Please provide us details of your bank account as soon as possible, to enable us to process this payment];
2. You agree to perform the Tasks in accordance with the requirements of the PGA and such that, in relation to our contribution, we are not put in breach of the PGA;
3. You hereby agree that the terms relating to Intellectual Property in the PGA which apply between Association Climate KIC and us, shall apply *mutatis mutandis*, between you and us, to

¹Specifically, a Framework Partnership Agreement (“FPA”), and Grant Agreement 2011 Contract nr. EIT/Climate Kic/GA2012 signed on 30th March 2012 (“GA 2012”). Copies of these documents are available upon request.

Signature

enable us to comply with the requirements of Clause 4 of the PGA. In particular, any Intellectual Property contributed by you to the Programme (whether Background or Foreground) shall belong to you (or your licensors, as the case may be) but shall, where necessary, be licensed to us to enable us to grant the licences referred to in Clauses 4.2 and 4.3 of the PGA, on equivalent terms (*mutatis mutandis*).

4. You hereby agree to the following terms, imposed by EIT under the FPA (defined above). The following terms are EIT's standard funding conditions, which we are obliged to include in all contracts under which EIT Grant Funding is made available. Please note these carefully:
 - 4.1 you undertake to provide any detailed information, including information in electronic format, requested by the EIT, by us, or by any other outside body authorised by the EIT to check that the Tasks are being properly implemented and that eligibility criteria for costs have been met;
 - 4.2 you shall keep at EIT's and our disposal all original documents, especially accounting and tax records, or, in exceptional and duly justified cases, certified copies of original documents relating to this agreement, stored on any appropriate medium that ensures their integrity in accordance with the applicable national legislation, for a period of five years from the date of payment of the balance of the EIT Grant Funding to you;
 - 4.3 you agree that EIT may have an audit of the use made of the EIT Grant Funding carried out either directly by EIT staff or by any other outside body authorised to do so on its behalf (which may include us, or our authorised representatives, if EIT so directs). Such audits may be carried out throughout the period of implementation of this agreement until the balance of any payment is made and for a period of five years from the date of payment of the balance. Where appropriate, the audit findings may lead to recovery decisions by EIT, with which you shall comply;
 - 4.4 you agree to allow EIT staff and outside personnel authorised by the EIT (which may include us, or our authorised representatives, if EIT so directs) the appropriate right of access to your sites and premises to all the information, including information in electronic format, needed in order to conduct such audits;
 - 4.5 in accordance with EU legislation, the European Commission, the European Anti-Fraud Office (OLAF) and the Court of Auditors may carry out on-the-spot checks and inspections of the documents of any recipient of EIT Funding, including at the premises of the final recipients, in accordance with the procedures laid down by EU law for the protection of the financial interests of the European Union against fraud and other irregularities. Where appropriate, the inspection findings may lead to recovery decisions by the EIT, with which you shall comply; and
 - 4.6 this clause 4 may be enforced by us, or by the EIT directly, and although it is not a party to this agreement EIT shall have the full benefit of this clause.
5. In addition to annex 2, criteria on eligibility of costs and description of documents to provide is given in annex 4 (specific for Italian Non-KIC partners). In the event of any conflict or inconsistency between (i) the terms of the main body of this letter and the annex 2 (on the one part) and (ii) annex 4 on the other, the terms of this letter and annex 2 shall take priority (to the extent of any such conflict or inconsistency).

Please sign and date the enclosed copy of this letter to indicate your acceptance of the above terms and conditions, and return one copy to me.

Signature

PAOLO BONARETTI
(director)

For and on behalf of **ASTER S. CONS. P.A**

Signed:

Print Name: **Stefano Tibaldi**

As duly authorised representative for and on behalf of **ARPA – Agenzia Regionale per la Prevenzione e l’Ambiente dell’Emilia-Romagna**

Date: *The 20th of April 2012*

Annex 1
Task Description and EIT Grant Funding Overview

Activities (i.e. all Activities in which the non Partner is involved)	Summary of Tasks of the non Partner (i.e. for each Activity, the task of the Partner within it)	Budgeted maximum funding from Climate KIC
Pioneers into Practice – Pilot Action for Domestic and International Exchange	<ul style="list-style-type: none"> • To release Michele Sansoni to participate in the PiP programme activities as outlined in the Activities Description in the PGA Annexed at Annex 3 to this letter (“the PGA”). These include participating in the Introductory Workshop, the domestic placement taking place in period 23 April – 1 June 2012 and relative crucible, the international placement taking place in period between 4 October and 9 November 2012 and relative crucible and the Innovation Festival taking place in Bologna on 1st and 2nd October 2012 • To put in place the necessary arrangements and payments for travel, accommodation and subsistence to enable Michele Sansoni to participate in the programme activities • To provide a performance and cost report relating to Michele Sansoni’s participation in the programme, according to the rules set out in Appendix 4 of the present non-partner sub-granting letter 	8,000 Euro

Total budgeted EIT funding: 8,000 Euro

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Annex 2
Eligibility Criteria
(Article 7 of 2012 EIT GA)

[NB: terms below which refer to "KIC partner" shall apply, mutatis mutandis, to you]

7.1 Eligibility criteria

7.1.1 Eligible costs of KIC added-value activities are costs actually incurred which meet all the following criteria:

- they are incurred during the implementation of the action (the KIC Business Plan 2012) as specified in the GA, with the exception of costs relating to final reports and certificates on the financial statements and underlying accounts;
- they are connected with the subject of the GA and they are clearly indicated in the estimated overall budget annexed to it;
- they are necessary for the implementation of the action (the KIC Business Plan 2012) which is the subject of the Grant;
- they are identifiable and verifiable, in particular being recorded in the accounting records of the KIC LE or a KIC partner and determined according to the applicable accounting standards of the country where the KIC LE or a KIC partner is established and according to the usual cost-accounting practices of the KIC LE or the KIC partner;
- they comply with the requirements of applicable tax and social legislation;
- they are reasonable, justified, and comply with the requirements of sound financial management, in particular regarding economy and efficiency.

7.1.2 The KIC LE and KIC partners' accounting and auditing procedures must permit direct reconciliation of the costs and revenue declared in respect of the action (the KIC Business Plan 2012) with the corresponding accounting statements and supporting documents.

7.2 Eligible direct and indirect costs

7.2.1 The eligible costs of KIC added-value activities to be funded by the EIT consist of eligible direct costs and indirect costs.

7.2.2 The eligible direct costs of the KIC added-value activities are those costs which, with due regard for the criteria set out in Article 7.1, are identifiable as specific costs directly linked to their implementation and which can therefore be booked to them directly. In particular, the following direct costs are eligible provided that they satisfy the criteria set out in Article 7.1:

- the cost of staff assigned to the KIC added-value activities, comprising actual salaries plus social security charges and other statutory costs included in the remuneration, provided that this does comply with the KIC LE's and the KIC partner's usual policy on remuneration;
- travel and subsistence allowances for staff taking part in the KIC added-value activities, provided that they are in line with the KIC LE's and the KIC partner's usual practices on travel costs or do not exceed the scales approved annually by the Commission;
- refurbishment costs, provided that they are identifiable and assigned to the KIC added-value activities;
- rental cost of premises (apportioned if used for other activities) provided that they are identifiable and assigned to the KIC added-value activities;

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- the purchase cost of equipment (new or second-hand) provided that it is written off in accordance with the tax and accounting rules applicable to the KIC LE or the KIC partner and generally accepted for items of the same kind. Only the portion of the equipment's depreciation corresponding to the duration of the action and the rate of actual use for the purposes of the action may be taken into account by the EIT, except where the nature and/or the context of its use justifies different treatment by the EIT;
- costs of consumables and supplies, provided that they are identifiable and assigned to the KIC added-value activities;
- costs entailed by other contracts or agreements awarded by the KIC LE or the partners for the purposes of carrying out the KIC added-value activities, provided that the conditions laid down in Articles 8 on Subcontracting and 9 on Sub-granting are met;
- costs arising directly from requirements imposed by the FPA or the GA (dissemination of information, specific evaluation of the action, audits, translations, reproduction, etc.), including the costs of any financial services (especially the cost of financial guarantees).

7.2.3 The eligible indirect costs for the KIC added-value activities are those costs which, with due regard for the conditions of eligibility set out in Article 7.1, are not identifiable as specific costs directly linked to implementation of the KIC added-value activities which can be booked to them directly, but which can be identified and justified by the KIC LE and/or KIC partners using their accounting system as having been incurred in connection with the eligible direct costs for the KIC added-value activities. They may not include any eligible direct costs.

7.2.4 The KIC LE and/or KIC partners may use a simplified method of calculation of their indirect eligible cost if it is in accordance with their usual accounting and management principles and practices.

7.2.5 By way of derogation from Article 7.1, the indirect costs incurred in carrying out an action may be eligible for flat-rate funding fixed at not more than 20% of the total eligible direct costs. In the case of non-profit public bodies, higher education establishments, research organisations or SMEs unable to identify with certainty their real indirect costs, this threshold may be 40%. Such costs do not need to be supported by accounting documents.

7.3 Non-eligible costs

The following costs shall not be considered as eligible costs:

- costs of large infrastructure and/or purchase cost of equipment (new or second-hand) supporting the set-up and development of co-locations and KIC LE, corresponding to expenditure treated as capital expenditure in accordance with the tax and accounting rules applicable to the KIC LE or the KIC partner and recorded in the fixed assets account of its balance sheet for a total value exceeding EUR 1 000 000 (one million euros);
- return on capital;
- debt and debt service charges;
- provisions for losses or potential future liabilities;
- interest owed;
- doubtful debts;
- exchange losses;
- VAT, unless the KIC LE or the KIC partner can show that it is unable to recover it, partially or in its entirety, according to the applicable national legislation. VAT is not an eligible cost for public bodies;

Signature

- costs declared by the KIC and covered by another action or work programme receiving a Union grant;
- excessive or reckless expenditure.”

Signature

Annex 3
PGA

[copy attached]

Signature

Annex 4

Description of documents to provide to meet eligibility criteria and payments (specific for Italian Organisation)

Article 1 – Duration and place

- i. The eligibility of expenditure is valid from the dates of start to the date of end of each placement including also the participation to the Innovation Festival;
- ii. The duration of each placement is of approx 20 days, consisting of days of placement and days to attend crucible workshops.
- iii. The Organisation, being aware that the participation at the programme is personal and he/she cannot be replaced by any person nor he/she can be accompanied by others, shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the placement is being carried out, or as a consequence of the placement. The Organisation shall discharge ASTER of any liability arising from any claim or action brought as a result of an infringement by the Organisation, or as a result of violation of a third party's rights. It is therefore requested that the Organisation provides for a private insurance for damage or injury of any kind to himself/herself or third parties.

Article 2 - Financial support

- i. ASTER undertakes to reimburse the Organisation to which the pioneer belongs up to a **maximum of € 8.000,00 (eight thousand/00 euro) not subject to VAT according to art.72, comma 3, point n. 3) D.P.R. n. 633/72** for the tasks foreseen in Annex 1.
The mentioned maximum total financial support of € **8.000,00 (eight thousand/00 euro)** mainly consisting of costs related to travel, subsistence costs and also of personnel costs (in case of employees or people with any kind of contract determining a monthly wage) - during the Relevant Grant Period on the basis of actual eligible costs incurred by the pioneer is subdivided into the limits specified below:
 - a. for a **maximum of € 2.000,00** (two thousand /00 euro) for Participation in the Introductory Workshop, domestic placement and Crucible;
 - b. for a **maximum of € 1.000,00** (one thousand/00 euro) for the Participation in the Climate-KIC Innovation Festival;
 - c. for a **maximum of € 5.000,00** (five thousand /00 euro) for the Introductory Workshop, the international placement and Crucible.
- ii. The amount mentioned in this article is the maximum financial support allowed to cover costs incurred by the pioneer during the placements, the workshops, the crucibles and the Innovation Festival. This means that if, at the end of each activity foreseen in article 2.i.a., 2.i.b., and 2.i.c., the total of the actual eligible costs is lower than the amount foreseen in each of the mentioned points, the financial support will equal the actual eligible costs. If the total of the actual eligible costs is higher than the amounts foreseen in article 2.i.a., 2.i.b., and 2.i.c., the financial support will be the maximum fixed in those points.
- iii. ASTER will reimburse the Organisation to which the pioneer belongs on the basis of eligible costs incurred and claimed by the Organisation on the basis of documents (original time sheet duly signed, expenses log duly signed, activity report, document evidences of the costs) provided by the pioneer on attendance of the introductory workshops, the crucibles and of the placements, provided that the Annual Grant Agreement, the PGA and Appendix are signed;
- iv. Having these conditions satisfied the Organisation to which the pioneer belongs shall be entitled to be reimbursed by submission to ASTER of an invoice issued and sent to ASTER S. Cons. p.a., Via Piero Gobetti 101, 40129 Bologna, Italy, VAT nr. IT 03480370372 having care to include compulsorily the following references: project **"CLIMATE KIC 2012 – PIONEERS INTO PRACTISE PROGRAMME - Rif. EIT Grant Agreement Contract No. EIT/Climate KIC/GA2012/1 of the 30/03/2012 - Not subject to VAT according to art.72, comma 3, point n. 3) D.P.R. n. 633/72"**. Invoices will be issued at due dates that follow and containing all the

Signature

demanded expenses to reimbursement duly proved by the series of documents/declarations required:

- a maximum amount of euro **2.000,00** (two thousand /00 euro) at the end of domestic placement and crucible;
 - a maximum amount of euro **6.000,00** (six thousand /00 euro) at the end of the international placement and crucible, upon presentation of all the documents foreseen in this Annex.
- v. Payment of the first invoice will be done through bank transfer in 60 days month end.
Payment of the second invoice will be in two instalments:
- the first instalment of maximum Euro 4.000,00 (euro four thousand/00) will be paid after 60 days month end;
 - the balance payment to be done only after approval by the EIT of the final performance and cost reporting on the basis of the total eligible total amount approved by EIT.
- vi. Payments to the Pioneer will have to be considered as pre-financing until the balance payment will be transferred to the Organisation to which the pioneer belongs at the end of all the activities when the final reporting will be approved by EIT.
-

Article 3 - Eligible costs

- i. To be considered as eligible costs, costs must satisfy the following criteria:
- They must be connected with the subject of the agreement.
 - They must be incurred during the placements and the Innovation Festival of the non KIC partner as established above.
 - They must be necessary for the placements and the Innovation Festival.
 - They must be reasonable and justified and they must be in conformity with the principles of sound financial management, in particular in terms of value for money and cost-effectiveness.
 - They must be identifiable and verifiable.
 - They must comply with the requirements of applicable tax.
- ii. In particular Staff costs are eligible for the placements on the following conditions:
- are calculated on the basis of real costs occurred, by the Organisation to which the Pioneer belongs:
 - costs related to monthly wage paid to pioneer for attending the introductory workshops, the placements and at the crucible workshops duly evidenced in the daily registration data filled in the template that follows. The reimbursable cost will consist of actual salary plus social security charges and other statutory costs (not fiscal ones) included in the remuneration. Reimbursement will be made only on the basis of the hours in the attached registration form (duly fulfilled and signed) for each placement and of signature showing attendance to workshops. Overtime pay is excluded. The hourly costs will have to be calculated and certified, with "absumption of responsibility" by the work adviser of the Organisation to which the pioneer belongs or, in absence, by the administrative service of the Organisation itself. In absence of this certification, only the net amount paid to the pioneer (instead of additional charges also) will be reimbursed to the Organisation calculated proportionally on the basis of actual hours spent on project activities by the pioneer. The Organisation will have to attach a copy of the monthly payslips and a valid DURC document (Documento Unico Regolarità Contributiva) to its request for reimbursement to ASTER, but commits itself to sent to ASTER the F24 document proving payment of IRPEF charges as soon as they are paid, and with a maximum of 60 days from request of reimbursement. Should rules about eligibility of staff costs be amended or better specified in the Grant agreement, ASTER will draw up a special written agreement;
 - are related to statutory staff, having either a permanent or a temporary employment contract with the non KIC partner.
- iii. Travel costs on the basis of real costs occurred by the Organisation:
- for travel from the point of origin to the point of destination and vice versa meaning economy airfares (please note, for example, to give ASTER besides the flight tickets also the original boarding cards otherwise ASTER can't reimburse the flight tickets),

Signature

- train, taxi used from the airport/railway station near the non Kic partner's accommodation to the Host Organisation's headquarters or the new on Kic partner's accommodation abroad.
- the cheapest means of travel are to be used (i.e Apex flight for air travel, economic fares or other reduced fares).
- iv. Subsistence costs abroad on the basis of real costs occurred by non KIC partner:
- Accommodation (hotel/B&B/flat rented/etc), meals and all local travels at the place of destination abroad;
- v. Insurance, based on real costs incurred by the pioneer or His Organisation where national legislation in the country of residence of the Host Organisation, or abroad requires an insurance for the pioneer.
- All the costs must be supported by copies of original documents and as regards the flight tickets, also the boarding cards are necessary to reimburse.

Article 4 – Reporting

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Article 6 – Liability

- i. ASTER cannot under any circumstances or for any reason whatsoever be held liable for damage or injury or accident (of whatever nature either material, financial or physical) sustained to the property of the Host Organisation during the placement or as a consequence of the placement. The pioneer will not be responsible for the correct application of the security law in job place on behalf of the Host Organisation. ASTER will not answer for whatever damage that the pioneer might cause to the Host Organisation neither/either for the quality of what learned during the placement at Host Organisation neither/either for whatever problem connected to a bad or lacking or unsuccessful path of learning or for whatever personal, working, structural problem (and relative consequences) correlated to the stay at Host Organisation also if it had negative relapse on the result of placement final evaluation. ASTER will not be responsible for disagreement or lack of agreement between the pioneer and the Host Organisation regarding whatever variation of the arranged calendar. ASTER will not be responsible in case of any problem regarding accomodation.
- ii. ASTER and EIT or their staff shall not be held liable in the event of a claim under the contract relating to any damage caused during the execution of the placement. Consequently, ASTER or the EIT shall not entertain any request for indemnity of reimbursement accompanying such claim.
- iii. During the course of the Programme, the pioneer is in duty bound:
- iv. to carry out the foreseen activities as specified in the Pioneers into Practise Programme Commitment.
- v. to keep the necessary reserve as regards facts, data, information and knowledge about process, products etc acquired during the course of the Programme;

Signature

- vi. to inquire and to examine security law in force at Host Organisation;
- vii. to respect the law in force in the hosting organisation as regards security, hygiene and health on working place.

Article 7 – Conflict of interests

- i. The pioneer undertakes to take all the necessary measures to prevent any risk of conflict of interests which could affect the impartial and objective execution of the agreement. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.
- ii. Any situation constituting or likely to lead to a conflict of interests during the execution of the agreement must be brought to the attention of ASTER in writing, without delay. The pioneer shall undertake to take whatever steps are necessary to rectify this situation at once.
- iii. ASTER reserves the right to check that the measures taken are appropriate and may demand that the pioneer take additional measures, if necessary, within a certain time.

Article 8 - Evaluation

- i. Whenever EIT or ASTER carry out an interim or final evaluation of the action's impact measured against the objectives of the programme, the pioneer and the Organisation to which he belongs undertake to make available all such documents or information, including information in electronic format, that will allow the evaluation to be successfully completed and to give them the rights of access.

Article 9 – Contact person

- i. Any communication in connection with this agreement shall be done by the pioneer in writing to the contact person mentioned below. The Organisation to which the pioneer belongs is obliged to communicate his contact details to the contact person as soon as starts each placement.

Name and surname of the contact person at ASTER: Filippo Saguatti
 Function: Pioneer into Practices Manager
 Email: pip@aster.it
 Tel.: 051-639.80.99
 Fax: 051-639.81.31

Article 9 – Bank account

- i. Payment of the amounts due according to the specific rules which will be communicated after the signature of the Annual Grant Agreement will be made to the following bank account according to the conditions mentioned in the Annexes of this agreement:

Name of the bank account holder: ARPA – Agenzia Regionale per la Prevenzione e l'Ambiente dell'Emilia-Romagna
 Name of the Bank: UNICREDIT
 IBAN: IT5200200802450000003175646

Signature

**TO BE SENT DULY SIGNED
IN EACH PAGE**

The 20th of April 2012

Spettabile ARPA – Agenzia Regionale per la Prevenzione e l’Ambiente dell’Emilia-Romagna

Climate KIC - Pioneers into Practice programme 2012 (“the 2012 Programme”) non partner sub-granting letter – Rif. EIT – Grant Agreement Contract No. EIT/Climate KIC/GA2012/1 of the 30th march 2012

In return for you ARPA – Agenzia Regionale per la Prevenzione e l’Ambiente dell’Emilia-Romagna con sede legale in Via Po, 5 40139 Bologna (BO) – C.F./P.I.: 04290860370 represented by *Stefano Tibaldi* (“you”) agreeing to participate in the 2011 Programme we have agreed to provide you with financial support in relation to such participation, upon the terms of this letter.

The details of your participation, and the activities to be provided by you (“Tasks”), are as set out in Annex 1 to this letter. Annex 1 derives from the 2011 Climate KIC (defined below) Business Plan.

As you are aware, we **ASTER S. CONS. P.A** via Piero Gobetti 101, I-40129 Bologna registered number IT03480370372 (“we” or “us”) are a member (and so called “Affiliate Partner”) of Association Climate KIC, an Association based in the Netherlands, with registered office at Heidelberglaan2, 3584 CS Utrecht (“Climate KIC”).

Under a written resolution circulated on 2 September 2011 the Assembly of Climate-KIC authorised the release of certain grant funding to us, to other KIC Partners, and to certain non-partner organisations in relation to the Programme, in accordance with the terms of a Partner Grant Agreement (“PGA”). A copy of the PGA which applies to our participation in the 2011 Programme (including an Amendment permitting the release of funding to you) is attached at Annex 3 to this letter.

As you are aware, the PGA covers the release of certain grant funding provided by the European Institute for Innovation and Technology (“EIT Grant Funding”, and “EIT”, respectively). You are a “non-partner organisation” for the purposes of Climate-KIC (because you are not a member (KIC Partner) under the Articles of Association of Climate-KIC). The contracts between EIT and Climate KIC under which EIT Grant Funding is made available¹ impose various conditions on Climate KIC, and us, in relation to the provision of financial support to non-partner organisations.

This letter sets out the details of such conditions, and specifies the other terms and conditions which will apply in relation to any EIT Grant Funding we pay to you in relation to the 2011 Programme.

In particular:

1. In consideration of your proper performance of such Tasks, we agree to reimburse you for 100% of the eligible costs incurred by you in the performance of the Tasks for the 2012 Programme, subject to a maximum of eight thousand Euro (€8,000.00). Eligible costs are the types of cost set out in Article 7 of GA 2012 (defined below), a copy of which is set out in Annex 2 to this letter, for ease of reference. Where EIT Grant Funding is paid as pre-financing to you, you shall only apply such funding to meet eligible costs, and such funding shall be subject to claw back by us or EIT if not allocated accordingly. Payment of EIT Grant Funding will be made as soon as reasonably practicable following receipt by us of the relevant EIT Grant Funding instalment. [Please provide us details of your bank account as soon as possible, to enable us to process this payment];
2. You agree to perform the Tasks in accordance with the requirements of the PGA and such that, in relation to our contribution, we are not put in breach of the PGA;
3. You hereby agree that the terms relating to Intellectual Property in the PGA which apply between Association Climate KIC and us, shall apply *mutatis mutandis*, between you and us, to

¹Specifically, a Framework Partnership Agreement (“FPA”), and Grant Agreement 2011 Contract nr. EIT/Climate Kic/GA2012 signed on 30th March 2012 (“GA 2012”). Copies of these documents are available upon request.

Signature

enable us to comply with the requirements of Clause 4 of the PGA. In particular, any Intellectual Property contributed by you to the Programme (whether Background or Foreground) shall belong to you (or your licensors, as the case may be) but shall, where necessary, be licensed to us to enable us to grant the licences referred to in Clauses 4.2 and 4.3 of the PGA, on equivalent terms (*mutatis mutandis*).

4. You hereby agree to the following terms, imposed by EIT under the FPA (defined above). The following terms are EIT's standard funding conditions, which we are obliged to include in all contracts under which EIT Grant Funding is made available. Please note these carefully:
 - 4.1 you undertake to provide any detailed information, including information in electronic format, requested by the EIT, by us, or by any other outside body authorised by the EIT to check that the Tasks are being properly implemented and that eligibility criteria for costs have been met;
 - 4.2 you shall keep at EIT's and our disposal all original documents, especially accounting and tax records, or, in exceptional and duly justified cases, certified copies of original documents relating to this agreement, stored on any appropriate medium that ensures their integrity in accordance with the applicable national legislation, for a period of five years from the date of payment of the balance of the EIT Grant Funding to you;
 - 4.3 you agree that EIT may have an audit of the use made of the EIT Grant Funding carried out either directly by EIT staff or by any other outside body authorised to do so on its behalf (which may include us, or our authorised representatives, if EIT so directs). Such audits may be carried out throughout the period of implementation of this agreement until the balance of any payment is made and for a period of five years from the date of payment of the balance. Where appropriate, the audit findings may lead to recovery decisions by EIT, with which you shall comply;
 - 4.4 you agree to allow EIT staff and outside personnel authorised by the EIT (which may include us, or our authorised representatives, if EIT so directs) the appropriate right of access to your sites and premises to all the information, including information in electronic format, needed in order to conduct such audits;
 - 4.5 in accordance with EU legislation, the European Commission, the European Anti-Fraud Office (OLAF) and the Court of Auditors may carry out on-the-spot checks and inspections of the documents of any recipient of EIT Funding, including at the premises of the final recipients, in accordance with the procedures laid down by EU law for the protection of the financial interests of the European Union against fraud and other irregularities. Where appropriate, the inspection findings may lead to recovery decisions by the EIT, with which you shall comply; and
 - 4.6 this clause 4 may be enforced by us, or by the EIT directly, and although it is not a party to this agreement EIT shall have the full benefit of this clause.
5. In addition to annex 2, criteria on eligibility of costs and description of documents to provide is given in annex 4 (specific for Italian Non-KIC partners). In the event of any conflict or inconsistency between (i) the terms of the main body of this letter and the annex 2 (on the one part) and (ii) annex 4 on the other, the terms of this letter and annex 2 shall take priority (to the extent of any such conflict or inconsistency).

Please sign and date the enclosed copy of this letter to indicate your acceptance of the above terms and conditions, and return one copy to me.

Signature

PAOLO BONARETTI
(director)

For and on behalf of **ASTER S. CONS. P.A**

Signed:

Print Name: **Stefano Tibaldi**

As duly authorised representative for and on behalf of **ARPA – Agenzia Regionale per la Prevenzione e l’Ambiente dell’Emilia-Romagna**

Date: *The 20th of April 2012*

Annex 1
Task Description and EIT Grant Funding Overview

Activities (i.e. all Activities in which the non Partner is involved)	Summary of Tasks of the non Partner (i.e. for each Activity, the task of the Partner within it)	Budgeted maximum funding from Climate KIC
Pioneers into Practice – Pilot Action for Domestic and International Exchange	<ul style="list-style-type: none"> • To release Stefano Zauli Sajani to participate in the PiP programme activities as outlined in the Activities Description in the PGA Annexed at Annex 3 to this letter (“the PGA”). These include participating in the Introductory Workshop, the domestic placement taking place in period 23 April – 1 June 2012 and relative crucible, the international placement taking place in period between 4 October and 9 November 2012 and relative crucible and the Innovation Festival taking place in Bologna on 1st and 2nd October 2012 • To put in place the necessary arrangements and payments for travel, accommodation and subsistence to enable Stefano Zauli Sajani to participate in the programme activities • To provide a performance and cost report relating to Stefano Zauli Sajani’s participation in the programme, according to the rules set out in Appendix 4 of the present non-partner sub-granting letter 	8,000 Euro

Total budgeted EIT funding: 8,000 Euro

Signature

Annex 2
Eligibility Criteria
(Article 7 of 2012 EIT GA)

[NB: terms below which refer to "KIC partner" shall apply, mutatis mutandis, to you]

7.1 Eligibility criteria

7.1.1 Eligible costs of KIC added-value activities are costs actually incurred which meet all the following criteria:

- they are incurred during the implementation of the action (the KIC Business Plan 2012) as specified in the GA, with the exception of costs relating to final reports and certificates on the financial statements and underlying accounts;
- they are connected with the subject of the GA and they are clearly indicated in the estimated overall budget annexed to it;
- they are necessary for the implementation of the action (the KIC Business Plan 2012) which is the subject of the Grant;
- they are identifiable and verifiable, in particular being recorded in the accounting records of the KIC LE or a KIC partner and determined according to the applicable accounting standards of the country where the KIC LE or a KIC partner is established and according to the usual cost-accounting practices of the KIC LE or the KIC partner;
- they comply with the requirements of applicable tax and social legislation;
- they are reasonable, justified, and comply with the requirements of sound financial management, in particular regarding economy and efficiency.

7.1.2 The KIC LE and KIC partners' accounting and auditing procedures must permit direct reconciliation of the costs and revenue declared in respect of the action (the KIC Business Plan 2012) with the corresponding accounting statements and supporting documents.

7.2 Eligible direct and indirect costs

7.2.1 The eligible costs of KIC added-value activities to be funded by the EIT consist of eligible direct costs and indirect costs.

7.2.2 The eligible direct costs of the KIC added-value activities are those costs which, with due regard for the criteria set out in Article 7.1, are identifiable as specific costs directly linked to their implementation and which can therefore be booked to them directly. In particular, the following direct costs are eligible provided that they satisfy the criteria set out in Article 7.1:

- the cost of staff assigned to the KIC added-value activities, comprising actual salaries plus social security charges and other statutory costs included in the remuneration, provided that this does comply with the KIC LE's and the KIC partner's usual policy on remuneration;
- travel and subsistence allowances for staff taking part in the KIC added-value activities, provided that they are in line with the KIC LE's and the KIC partner's usual practices on travel costs or do not exceed the scales approved annually by the Commission;
- refurbishment costs, provided that they are identifiable and assigned to the KIC added-value activities;
- rental cost of premises (apportioned if used for other activities) provided that they are identifiable and assigned to the KIC added-value activities;

Signature

- the purchase cost of equipment (new or second-hand) provided that it is written off in accordance with the tax and accounting rules applicable to the KIC LE or the KIC partner and generally accepted for items of the same kind. Only the portion of the equipment's depreciation corresponding to the duration of the action and the rate of actual use for the purposes of the action may be taken into account by the EIT, except where the nature and/or the context of its use justifies different treatment by the EIT;
- costs of consumables and supplies, provided that they are identifiable and assigned to the KIC added-value activities;
- costs entailed by other contracts or agreements awarded by the KIC LE or the partners for the purposes of carrying out the KIC added-value activities, provided that the conditions laid down in Articles 8 on Subcontracting and 9 on Sub-granting are met;
- costs arising directly from requirements imposed by the FPA or the GA (dissemination of information, specific evaluation of the action, audits, translations, reproduction, etc.), including the costs of any financial services (especially the cost of financial guarantees).

7.2.3 The eligible indirect costs for the KIC added-value activities are those costs which, with due regard for the conditions of eligibility set out in Article 7.1, are not identifiable as specific costs directly linked to implementation of the KIC added-value activities which can be booked to them directly, but which can be identified and justified by the KIC LE and/or KIC partners using their accounting system as having been incurred in connection with the eligible direct costs for the KIC added-value activities. They may not include any eligible direct costs.

7.2.4 The KIC LE and/or KIC partners may use a simplified method of calculation of their indirect eligible cost if it is in accordance with their usual accounting and management principles and practices.

7.2.5 By way of derogation from Article 7.1, the indirect costs incurred in carrying out an action may be eligible for flat-rate funding fixed at not more than 20% of the total eligible direct costs. In the case of non-profit public bodies, higher education establishments, research organisations or SMEs unable to identify with certainty their real indirect costs, this threshold may be 40%. Such costs do not need to be supported by accounting documents.

7.3 Non-eligible costs

The following costs shall not be considered as eligible costs:

- costs of large infrastructure and/or purchase cost of equipment (new or second-hand) supporting the set-up and development of co-locations and KIC LE, corresponding to expenditure treated as capital expenditure in accordance with the tax and accounting rules applicable to the KIC LE or the KIC partner and recorded in the fixed assets account of its balance sheet for a total value exceeding EUR 1 000 000 (one million euros);
- return on capital;
- debt and debt service charges;
- provisions for losses or potential future liabilities;
- interest owed;
- doubtful debts;
- exchange losses;
- VAT, unless the KIC LE or the KIC partner can show that it is unable to recover it, partially or in its entirety, according to the applicable national legislation. VAT is not an eligible cost for public bodies;

Signature

- costs declared by the KIC and covered by another action or work programme receiving a Union grant;
- excessive or reckless expenditure.”

Signature

Annex 3
PGA

[copy attached]

Signature

Annex 4

Description of documents to provide to meet eligibility criteria and payments (specific for Italian Organisation)

Article 1 – Duration and place

- i. The eligibility of expenditure is valid from the dates of start to the date of end of each placement including also the participation to the Innovation Festival;
- ii. The duration of each placement is of approx 20 days, consisting of days of placement and days to attend crucible workshops.
- iii. The Organisation, being aware that the participation at the programme is personal and he/she cannot be replaced by any person nor he/she can be accompanied by others, shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the placement is being carried out, or as a consequence of the placement. The Organisation shall discharge ASTER of any liability arising from any claim or action brought as a result of an infringement by the Organisation, or as a result of violation of a third party's rights. It is therefore requested that the Organisation provides for a private insurance for damage or injury of any kind to himself/herself or third parties.

Article 2 - Financial support

- i. ASTER undertakes to reimburse the Organisation to which the pioneer belongs up to a **maximum of € 8.000,00 (eight thousand/00 euro) not subject to VAT according to art.72, comma 3, point n. 3) D.P.R. n. 633/72** for the tasks foreseen in Annex 1.
The mentioned maximum total financial support of € **8.000,00 (eight thousand/00 euro)** mainly consisting of costs related to travel, subsistence costs and also of personnel costs (in case of employees or people with any kind of contract determining a monthly wage) - during the Relevant Grant Period on the basis of actual eligible costs incurred by the pioneer is subdivided into the limits specified below:
 - a. for a **maximum of € 2.000,00** (two thousand /00 euro) for Participation in the Introductory Workshop, domestic placement and Crucible;
 - b. for a **maximum of € 1.000,00** (one thousand/00 euro) for the Participation in the Climate-KIC Innovation Festival;
 - c. for a **maximum of € 5.000,00** (five thousand /00 euro) for the Introductory Workshop, the international placement and Crucible.
- ii. The amount mentioned in this article is the maximum financial support allowed to cover costs incurred by the pioneer during the placements, the workshops, the crucibles and the Innovation Festival. This means that if, at the end of each activity foreseen in article 2.i.a., 2.i.b., and 2.i.c., the total of the actual eligible costs is lower than the amount foreseen in each of the mentioned points, the financial support will equal the actual eligible costs. If the total of the actual eligible costs is higher than the amounts foreseen in article 2.i.a., 2.i.b., and 2.i.c., the financial support will be the maximum fixed in those points.
- iii. ASTER will reimburse the Organisation to which the pioneer belongs on the basis of eligible costs incurred and claimed by the Organisation on the basis of documents (original time sheet duly signed, expenses log duly signed, activity report, document evidences of the costs) provided by the pioneer on attendance of the introductory workshops, the crucibles and of the placements, provided that the Annual Grant Agreement, the PGA and Appendix are signed;
- iv. Having these conditions satisfied the Organisation to which the pioneer belongs shall be entitled to be reimbursed by submission to ASTER of an invoice issued and sent to ASTER S. Cons. p.a., Via Piero Gobetti 101, 40129 Bologna, Italy, VAT nr. IT 03480370372 having care to include compulsorily the following references: project **"CLIMATE KIC 2012 – PIONEERS INTO PRACTISE PROGRAMME - Rif. EIT Grant Agreement Contract No. EIT/Climate KIC/GA2012/1 of the 30/03/2012 - Not subject to VAT according to art.72, comma 3, point n. 3) D.P.R. n. 633/72"**. Invoices will be issued at due dates that follow and containing all the

Signature

- demanded expenses to reimbursement duly proved by the series of documents/declarations required:
- a maximum amount of euro **2.000,00** (two thousand /00 euro) at the end of domestic placement and crucible;
 - a maximum amount of euro **6.000,00** (six thousand /00 euro) at the end of the international placement and crucible, upon presentation of all the documents foreseen in this Annex.
- v. Payment of the first invoice will be done through bank transfer in 60 days month end. Payment of the second invoice will be in two instalments:
- the first instalment of maximum Euro 4.000,00 (euro four thousand/00) will be paid after 60 days month end;
 - the balance payment to be done only after approval by the EIT of the final performance and cost reporting on the basis of the total eligible total amount approved by EIT.
- vi. Payments to the Pioneer will have to be considered as pre-financing until the balance payment will be transferred to the Organisation to which the pioneer belongs at the end of all the activities when the final reporting will be approved by EIT.
-

Article 3 - Eligible costs

- i. To be considered as eligible costs, costs must satisfy the following criteria:
- They must be connected with the subject of the agreement.
 - They must be incurred during the placements and the Innovation Festival of the non KIC partner as established above.
 - They must be necessary for the placements and the Innovation Festival.
 - They must be reasonable and justified and they must be in conformity with the principles of sound financial management, in particular in terms of value for money and cost-effectiveness.
 - They must be identifiable and verifiable.
 - They must comply with the requirements of applicable tax.
- ii. In particular Staff costs are eligible for the placements on the following conditions:
- are calculated on the basis of real costs occurred, by the Organisation to which the Pioneer belongs:
 - costs related to monthly wage paid to pioneer for attending the introductory workshops, the placements and at the crucible workshops duly evidenced in the daily registration data filled in the template that follows. The reimbursable cost will consist of actual salary plus social security charges and other statutory costs (not fiscal ones) included in the remuneration. Reimbursement will be made only on the basis of the hours in the attached registration form (duly fulfilled and signed) for each placement and of signature showing attendance to workshops. Overtime pay is excluded. The hourly costs will have to be calculated and certified, with "absumption of responsibility" by the work adviser of the Organisation to which the pioneer belongs or, in absence, by the administrative service of the Organisation itself. In absence of this certification, only the net amount paid to the pioneer (instead of additional charges also) will be reimbursed to the Organisation calculated proportionally on the basis of actual hours spent on project activities by the pioneer. The Organisation will have to attach a copy of the monthly payslips and a valid DURC document (Documento Unico Regolarità Contributiva) to its request for reimbursement to ASTER, but commits itself to sent to ASTER the F24 document proving payment of IRPEF charges as soon as they are paid, and with a maximum of 60 days from request of reimbursement. Should rules about eligibility of staff costs be amended or better specified in the Grant agreement, ASTER will draw up a special written agreement;
 - are related to statutory staff, having either a permanent or a temporary employment contract with the non KIC partner.
- iii. Travel costs on the basis of real costs occurred by the Organisation:
- for travel from the point of origin to the point of destination and vice versa meaning economy airfares (please note, for example, to give ASTER besides the flight tickets also the original boarding cards otherwise ASTER can't reimburse the flight tickets),

Signature

- train, taxi used from the airport/railway station near the non Kic partner's accommodation to the Host Organisation's headquarters or the new on Kic partner's accommodation abroad.
- the cheapest means of travel are to be used (i.e Apex flight for air travel, economic fares or other reduced fares).
- iv. Subsistence costs abroad on the basis of real costs occurred by non KIC partner:
- Accommodation (hotel/B&B/flat rented/etc), meals and all local travels at the place of destination abroad;
- v. Insurance, based on real costs incurred by the pioneer or His Organisation where national legislation in the country of residence of the Host Organisation, or abroad requires an insurance for the pioneer.
- All the costs must be supported by copies of original documents and as regards the flight tickets, also the boarding cards are necessary to reimburse.

Article 4 – Reporting

- i. The Organisation will have to provide one financial (expences log) and one technical (activity report) reports, on the basis of a template that will be provided and attaching copies of all expenses occurred for the tasks carried out. No payments can be made without expences log (with attached the documentary evidences), activity report and time sheet duly filled in and signed.

Article 5 – Tax regime of the contract

- i. The provision, according to explicit fiscal law, is **not subject to VAT according to art.72, comma 3, point n. 3) D.P.R. n. 633/72** because it deals with "*Acquisto di beni e/o servizi funzionali all'esecuzione di contratti di ricerca e di associazione stipulati con l'Unione Europea e nei limiti della partecipazione della Unione stessa*". ASTER will issue a special declaration that must be attached to the invoices issued by the Organisation to which the pioneer belongs in which will be given evidence of the details of the contract stipulated with European Commission and the purpose of the present provision. It's called attention, as a point of information, to the note of the Agenzia delle Entrate Prot. N. 2006/19016 of the 21/03/2006 following the request N. 954-509/2005 submitted by CNR, and the Resolution AE of the 04/04/2006 n. 50.

Article 6 – Liability

- i. ASTER cannot under any circumstances or for any reason whatsoever be held liable for damage or injury or accident (of whatever nature either material, financial or physical) sustained to the property of the Host Organisation during the placement or as a consequence of the placement. The pioneer will not be responsible for the correct application of the security law in job place on behalf of the Host Organisation. ASTER will not answer for whatever damage that the pioneer might cause to the Host Organisation neither/either for the quality of what learned during the placement at Host Organisation neither/either for whatever problem connected to a bad or lacking or unsuccessful path of learning or for whatever personal, working, structural problem (and relative consequences) correlated to the stay at Host Organisation also if it had negative relapse on the result of placement final evaluation. ASTER will not be responsible for disagreement or lack of agreement between the pioneer and the Host Organisation regarding whatever variation of the arranged calendar. ASTER will not be responsible in case of any problem regarding accomodation.
- ii. ASTER and EIT or their staff shall not be held liable in the event of a claim under the contract relating to any damage caused during the execution of the placement. Consequently, ASTER or the EIT shall not entertain any request for indemnity of reimbursement accompanying such claim.
- iii. During the course of the Programme, the pioneer is in duty bound:
- iv. to carry out the foreseen activities as specified in the Pioneers into Practise Programme Commitment.
- v. to keep the necessary reserve as regards facts, data, information and knowledge about process, products etc acquired during the course of the Programme;

Signature

- vi. to inquire and to examine security law in force at Host Organisation;
- vii. to respect the law in force in the hosting organisation as regards security, hygiene and health on working place.

Article 7 – Conflict of interests

- i. The pioneer undertakes to take all the necessary measures to prevent any risk of conflict of interests which could affect the impartial and objective execution of the agreement. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.
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- i. Any communication in connection with this agreement shall be done by the pioneer in writing to the contact person mentioned below. The Organisation to which the pioneer belongs is obliged to communicate his contact details to the contact person as soon as starts each placement.

Name and surname of the contact person at ASTER: Filippo Saguatti
 Function: Pioneer into Practices Manager
 Email: pip@aster.it
 Tel.: 051-639.80.99
 Fax: 051-639.81.31

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- i. Payment of the amounts due according to the specific rules which will be communicated after the signature of the Annual Grant Agreement will be made to the following bank account according to the conditions mentioned in the Annexes of this agreement:

Name of the bank account holder: ARPA – Agenzia Regionale per la Prevenzione e l'Ambiente dell'Emilia-Romagna
 Name of the Bank: UNICREDIT
 IBAN: IT5200200802450000003175646

Signature

N. proposta: PDEL-2012-53 del 06/07/2012

Centro di Responsabilità: Direzione Tecnica

OGGETTO: Direzione Tecnica. Partecipazione di Arpa Emilia-Romagna al Programma 2012 dell'Associazione Climate Kic – Pioneers into Practice. Provvedimenti conseguenti.

PARERE CONTABILE

Il sottoscritto Dott. Giuseppe Bacchi Reggiani, Responsabile dell'Area Bilancio e Controllo Economico, esprime parere di regolarità contabile ai sensi del Regolamento Arpa sul Decentramento amministrativo.

Data 09/07/2012

Il Dirigente
