

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

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Atti amministrativi

Deliberazione del Direttore Generale n. DEL-2012-69 del 28/11/2012

Oggetto Servizio Idro-Meteo-Clima. Adesione di Arpa al Progetto LIFE “Bologna Local Urban Environment Adaptation Plan for a Resilient City” Acronimo Blue AP, approvato nell’ambito del programma LIFE Environment 2011 rif. ENV/IT/000119 e sottoscrizione dell’Accordo di partenariato.

Proposta n. PDEL-2012-69 del 22/11/2012

Struttura proponente Servizio Idro-Meteo-Clima

Dirigente proponente Cacciamani Carlo

Responsabile del procedimento Botarelli Lucio

Questo giorno 28 (ventotto) novembre 2012 (duemiladodici), presso la sede di Via Po n. 5, in Bologna, il Direttore Generale, Prof. Stefano Tibaldi, delibera quanto segue.

Oggetto: Servizio Idro-Meteo-Clima. Adesione di Arpa al Progetto LIFE “Bologna Local Urban Environment Adaptation Plan for a Resilient City” Acronimo Blue AP, approvato nell’ambito del programma LIFE Environment 2011 rif. ENV/IT/000119 e sottoscrizione dell’Accordo di partenariato.

VISTO:

- il Regolamento (CE) n. 614/2007 del Parlamento Europeo e del Consiglio del 23 maggio 2007 riguardante lo strumento finanziario per l’ambiente (Life +) nel periodo 2007-2013;

CONSIDERATO:

- che lo strumento finanziario LIFE+ finanzia azioni che contribuiscono allo sviluppo, all’attuazione e all’aggiornamento della politica e della legislazione comunitarie nel settore dell’ambiente, con l’obiettivo di integrare l’ambiente nelle altre politiche istituzionali e di contribuire allo sviluppo sostenibile nell’Unione europea;

PRESO ATTO:

- che i temi relativi allo strumento finanziario LIFE+ di seguito elencati sono di grande interesse per Arpa Emilia-Romagna:
 1. Progetti Life Plus Natura e biodiversità. Obiettivo principale: proteggere, conservare, ripristinare, monitorare e favorire il funzionamento dei sistemi naturali, degli habitat naturali e della flora e della fauna selvatiche, al fine di arrestare la perdita di biodiversità, inclusa la diversità delle risorse genetiche, all’interno dell’UE;
 2. Life Plus Politica e governance ambientali. Obiettivi principali: Cambiamento climatico / Acqua / Aria / Suolo / Ambiente urbano / Rumore / Sostanze chimiche / Ambiente e salute / Risorse naturali e rifiuti / Foreste / Innovazione / Approcci strategici;
 3. Life Plus Informazione e comunicazione. Obiettivo principale: garantire un flusso di informazioni regolare ed efficace al fine di fornire la base per le decisioni politiche in materia ambientale, e produrre informazioni sullo stato e sulle tendenze evolutive dell’ambiente accessibili ai cittadini;

CONSIDERATO:

- che l’accesso alle opportunità finanziarie previste dal Programma Life+ avviene attraverso una selezione a seguito della presentazione di progetti in base all’emanazione di bandi transnazionali;
- che la partecipazione a progetti avviene in forma di beneficiario incaricato del coordinamento, beneficiario associato, cofinanziatore, subfornitore;

- che nel corso del 2011 è stata avviata la procedura per la selezione di progetti nell’ambito del Programma denominato “LIFE+”, pubblicata sulla G.U. (2011/C62/07) il 26/02/2011;

DATO ATTO:

- che Arpa Emilia-Romagna ha partecipato al suddetto bando in qualità di beneficiario associato del Progetto “Bologna Local Urban Environment Adaptation Plan for a Resilient City”, presentato dal Comune di Bologna in qualità di beneficiario coordinatore;
- che gli obiettivi principali del Progetto sono i seguenti:
 - fornire Bologna di un Piano di Adattamento locale per rendere la città più resistente e in grado di prevenire e reagire ai principali impatti dei cambiamenti climatici;
 - raccogliere e diffondere le migliori esperienze europee in materia di pianificazione dell’adattamento ai cambiamenti climatici in ambito urbano, consolidando un modello di governance e pianificazione utilizzabile in molte città italiane;
 - realizzare un sistema informativo sui rischi generati dall’impatto dei cambiamenti climatici e sulla vulnerabilità della città di Bologna; il sistema informativo sarà orientato a sostenere il locale processo di pianificazione partecipativa;
 - aumentare la consapevolezza dei portatori di interesse locali e dei decisori sui rischi dei cambiamenti climatici e sulla vulnerabilità;
 - monitorare e valutare l’efficacia e la sostenibilità delle azioni proposte e/o delle azioni e risultati del Progetto;
 - comunicare le linee guida del Progetto ed i risultati, promuovendo la comunicazione e lo scambio di conoscenza per consentire ad altre comunità locali di usare i modelli sviluppati;

CONSIDERATO:

- che la partecipazione di Arpa al Progetto è stata motivata dall’importanza del supporto alle attività da svolgere all’interno del Progetto; tali attività potranno fornire strumenti conoscitivi, comunicativi ed informativi integrativi e di appoggio ai pianificatori ed ai decisori;

VISTA:

- la nota ENV/E-4 Ares (2012) 795493 dell’8 ottobre 2012 con la quale la Commissione Europea ha comunicato al Comune di Bologna, beneficiario coordinatore, l’approvazione definitiva del Progetto LIFE11 ENV/IT/000119 “Bologna Local Urban Environment Adaptation Plan for a Resilient City” acronimo Blue AP;

VERIFICATO:

- che, con l’approvazione del Progetto, sono stati definiti sia le azioni progettuali che il

relativo quadro finanziario di tutto il Progetto, comprensivo della quota di finanziamento dell'Unione Europea e delle quote previste a favore di ciascun partecipante;

DATO ATTO:

- che in data 3/10/2012 è stato sottoscritto il Grant Agreement LIFE11 ENV/IT/000119 tra la Commissione Europea e Comune di Bologna in qualità di beneficiario coordinatore, di cui copia è conservata agli atti;

CONSIDERATO:

- che le attività previste dal Progetto Blue AP citato, per la loro specificità, risultano di competenza del Servizio Idro-Meteo-Clima;
- che il Progetto ha durata pari a 36 mesi, dall'1 ottobre 2012 al 30 settembre 2015;
- che il contributo finanziario dell'Unione Europea è fissato al 50% del costo ammissibile totale del Progetto (Euro 986.049,00) fino a un massimo di 493.024,00 Euro;
- che, in particolare, il budget complessivo assegnato ad Arpa Emilia-Romagna per la realizzazione del Progetto è pari ad Euro 100.160,00 ed è articolato come segue:

Costi di personale	49.175,00
Costi di trasferta	4.000,00
Costi di assistenza esterna	40.000,00
Altri costi	1.000,00
Costi generali	5.985,00
Totale	100.160,00

- che il contributo che Arpa riceverà dall'Unione Europea, tramite il beneficiario coordinatore, per la realizzazione del Progetto sarà pari a 50.062,00 Euro;
- che i restanti 50.098,00 Euro rappresentano la quota di cofinanziamento di Arpa, come previsto dalle Disposizioni Comuni all'art. 20 "Contributo finanziario della Comunità al Progetto", nell'art. 21 "Costi ammissibili" e nell'art. 22 "Costi non ammissibili";

CONSIDERATO INFINE:

- che i costi operativi esterni previsti a carico di Arpa Emilia-Romagna per la realizzazione del Progetto sono interamente coperti dal relativo finanziamento;
- che, considerata la tipologia delle attività previste dal Progetto di cui trattasi, si dà incarico sin d'ora al Dott. Lucio Botarelli, Responsabile dell'Area Agrometeorologia Territorio e Clima del Servizio Idro-Meteo-Clima, di seguire in prima persona ogni fase di realizzazione delle attività;

RITENUTO:

- di prendere atto dell'ammissione a finanziamento del Progetto LIFE "Bologna Local

Urban Environment Adaptation Plan for a Resilient City” acronimo Blue AP, di cui Arpa Emilia-Romagna è beneficiario associato;

- che il Servizio Idro-Meteo-Clima possa fornire competenze e risorse nell’ambito di tale Progetto, che risulta di estremo interesse per l’Agenzia;
- opportuna la partecipazione di Arpa al Progetto LIFE “Bologna Local Urban Environment Adaptation Plan for a Resilient City” acronimo Blue AP, garantendo il cofinanziamento di Euro 50.098,00, quota di costi non sostenuta dal finanziamento comunitario;
- di individuare il Direttore del Servizio Idro-Meteo-Clima quale soggetto legittimato ad agire, in qualità di delegato del legale rappresentante di Arpa Emilia-Romagna, nell’ambito del Progetto LIFE “Bologna Local Urban Environment Adaptation Plan for a Resilient City” acronimo Blue AP, nei confronti del beneficiario coordinatore del Progetto, in particolare sottoscrivendo apposito accordo di partenariato finalizzato a disciplinare la collaborazione tra i beneficiari nell’ambito del Progetto, il cui schema si allega sub A) al presente atto quale parte integrante e sostanziale;
- di delegare al Direttore del Servizio Idro-Meteo-Clima l’adozione di ogni atto che si renda necessario per garantire lo svolgimento delle attività progettuali, nel rispetto del budget assegnato;
- di delegare al Dott. Lucio Botarelli, Responsabile dell’Area Agrometeorologia Territorio e Clima, la responsabilità del Progetto LIFE “Bologna Local Urban Environment Adaptation Plan for a Resilient City” acronimo Blue AP;

DATO ATTO:

- che il budget assegnato ad Arpa Emilia-Romagna per la realizzazione del Progetto è gestito dal Servizio Idro-Meteo-Clima;
- che il Servizio Idro-Meteo-Clima potrà, inoltre, nell’arco della durata del Progetto, coinvolgere nella realizzazione delle attività altre strutture di Arpa, previo accordo con i relativi Direttori in merito al monte ore previsto per l’impegno dei collaboratori individuati e al corrispondente trasferimento di quote di budget;

SU PROPOSTA:

- del Direttore del Servizio Idro-Meteo-Clima Dott. Carlo Cacciamani, il quale ha espresso, ai sensi del Regolamento per il Decentramento amministrativo, approvato con D.D.G. n. 65 del 27/09/2010, il proprio parere favorevole in ordine alla regolarità amministrativa del presente provvedimento;

RICHIAMATA:

- la D.D.G. n. 59 del 26/09/2012 avente ad oggetto “Direzione Generale. Assunzione ad

interim da parte del Direttore Generale dell'incarico di Direttore Tecnico di Arpa Emilia-Romagna";

DATO ATTO:

- del parere di regolarità contabile espresso dal Responsabile dell'Area Bilancio e Controllo economico, Dott. Giuseppe Bacchi Reggiani, ai sensi del Regolamento per il Decentramento amministrativo approvato con D.D.G. n. 65 del 27/09/2010;
- del parere favorevole espresso dal Direttore Amministrativo Dott.ssa Massimiliana Razzaboni reso ai sensi dell'art. 9, comma 5, della L.R. n. 44/95;
- che il Responsabile del procedimento è il Dott. Lucio Botarelli, Responsabile dell'Area Agrometeorologia Territorio e Clima;

DELIBERA

1. di prendere atto dell'approvazione da parte della Commissione Europea del Progetto LIFE "Bologna Local Urban Environment Adaptation Plan for a Resilient City" acronimo Blue AP, ammesso a cofinanziamento ai sensi del Programma comunitario LIFE 11;
2. di dare atto che Arpa Emilia-Romagna riveste il ruolo di beneficiario associato nell'ambito del Progetto di cui è Beneficiario incaricato del coordinamento il Comune di Bologna;
3. di dare atto che il Progetto di cui trattasi ha durata di mesi 36 a partire dall'1/10/2012 e pertanto si concluderà il 30/09/2015;
4. di dare atto che il costo complessivo stimato per la realizzazione delle attività previste nel Progetto LIFE "Bologna Local Urban Environment Adaptation Plan for a Resilient City" acronimo Blue AP, da parte di Arpa è pari ad Euro 100.175,00, coperto fino all'importo massimo di Euro 50.062,00 dal contributo della Commissione Europea e per il rimanente attraverso finanziamento proprio, come descritto all'art. 15 dell'allegato sub A), parte integrante del presente atto;
5. di dare atto che per Arpa Emilia-Romagna il soggetto competente all'attuazione e alla gestione del Progetto LIFE "Bologna Local Urban Environment Adaptation Plan for a Resilient City" acronimo Blue AP, è il Servizio Idro-Meteo-Clima;
6. di individuare il Direttore del Servizio Idro-Meteo-Clima quale soggetto legittimato ad agire, in qualità di delegato del legale rappresentante di Arpa Emilia-Romagna, nell'ambito del Progetto LIFE "Bologna Local Urban Environment Adaptation Plan for a Resilient City" acronimo Blue AP, nei confronti del Comune di Bologna, coordinatore del Progetto e dei beneficiari associati, in particolare sottoscrivendo un accordo finalizzato a

disciplinare la collaborazione tra i beneficiari del Progetto e il cui schema è allegato sub A) al presente atto quale parte integrante e sostanziale;

7. di delegare al Direttore del Servizio Idro-Meteo-Clima Dott. Carlo Cacciamani, l'adozione di ogni atto che si renda necessario per garantire lo svolgimento delle attività progettuali;
8. di delegare al Dott. Lucio Botarelli, Responsabile dell'Area Agrometeorologia Territorio e Clima, la responsabilità del Progetto LIFE "Bologna Local Urban Environment Adaptation Plan for a Resilient City" acronimo Blue AP;
9. di individuare nei seguenti collaboratori le competenze e le professionalità necessarie alla partecipazione di Arpa - Servizio Idro-Meteo-Clima al Progetto:

Carlo Cacciamani, con funzione di coordinamento generale della partecipazione di Arpa al Progetto;

Lucio Botarelli, con funzione di coordinamento tecnico della partecipazione di Arpa al Progetto;

Vittorio Marletto, con funzioni di supporto al coordinamento tecnico, con particolare riferimento alle attività per la costruzione del database;

Rodica Tomozeiu, esperta in dinamiche del cambiamento climatico, scenari locali di cambiamento climatico;

Valentina Pavan, esperta in dinamiche del cambiamento climatico, scenari locali di cambiamento climatico;

Fausto Tomei, tecnico - costruzione del data base;

Barbara Ramponi, referente amministrativo e finanziario per la gestione del Progetto;

Lucia Pirro, collaboratore amministrativo per la rendicontazione dei costi del Progetto.

IL DIRETTORE AMMINISTRATIVO

(F.to Dott.ssa Massimiliana Razzaboni)

IL DIRETTORE GENERALE

(F.to Prof. Stefano Tibaldi)



BLUEAP

LIFE11 ENV/IT/000119

**Partnership agreement
between
Comune di Bologna
(Co-ordinating Beneficiary)
and
ARPA Emilia Romagna
(Associated Beneficiary)**

LIFE+ Programme (European Commission)

<p>Partnership agreement Concerning the LIFE project BLUEAP - Grant agreement reference n° LIFE 11 ENV/IT/000119</p>
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1. Identification of the contracting parties

The Coordinating Beneficiary

Name of the entity: Comune di Bologna

Department: Environment and Energy Department

Full address: P.zza Liber Paradisus, 10 – 40129 Bologna (Italy)

represented by

Name: Roberto Diolaiti

Function of the person: Director

AND

The Associated Beneficiary

Name of the entity: ARPA Emilia - Romagna

Department: Hydro Meteo – Climate Service

Full address: Via Po 5, 40139 Bologna(Italy)

represented by

Name: Carlo Cacciamani

Function of the person: Director of the Hydro Meteo – Climate Service of ARPA Emilia - Romagna

HAVE AGREED

2. Subject

This partnership agreement is concluded in relation to the LIFE project

- “Bologna Local Urban Environment Adaptation Plan for a resilient city – BLUEAP” Grant agreement reference n° LIFE 11 ENV/IT/000119, date of signature: 3 October 2012.
- Duration of the project: 36 months
- Maximum eligible costs € 986.049, EU funding rate 50,00% and maximum EU contribution € 493.024

The grant agreement (and any amendment to the grant agreement) signed by the coordinating beneficiary and the European Commission, which includes special provisions, the Common Provisions, the full project proposal and the other annexes, forms an integral part of this partnership agreement.

The provisions of the grant agreement, including the mandate (Common Provisions: Articles 5.2 and 5.3), shall take precedence over any other agreement between the coordinating beneficiary and the associated beneficiary which may have an effect on the implementation of the above agreement between the Commission and the coordinating beneficiary.

3. Duration

This partnership agreement shall enter into force on the date of its signature by both the parties (coordinating beneficiary/associated beneficiary) and shall expire only after all rights and obligations arising thereof have ceased.

Should a modification to this agreement become necessary, all the parties shall consult with each other under the coordination of the co-ordinating beneficiary in order to agree on the

modification itself in accordance with the Common Provision of the Grant Agreement. The modification is approved once the parties agree with it. Once the modification is approved, the agreement shall then be modified in writing and signed by the parties.

4. Role and obligations of the coordinating beneficiary

4.1 By "coordinating beneficiary" is meant the person or entity which is solely legally and financially responsible to the Commission for the full implementation of the project measures in order to achieve the project objectives and for the dissemination of the project results. Within the project, the coordinating beneficiary is represented by the Comune di Bologna.

4.2 The coordinating beneficiary, through the mandate annexed to the grant agreement, is granted power of attorney by the associated beneficiaries, to act in their name and for their account in signing the grant agreement and its possible subsequent amendments with the Commission.

4.3 The coordinating beneficiary accepts all the provisions of the agreement with the Commission.

4.4 By virtue of the mandate signed, the coordinating beneficiary alone is entitled to receive funds from the Commission and to distribute the different amounts to the associated beneficiaries, as specified in Article 16 of the present Agreement.

4.5 Whenever an associated beneficiary/co-financer reduces its financial contribution, it shall be incumbent upon the coordinating beneficiary, in accordance with the associated beneficiaries, to find the necessary resources to ensure the correct implementation of the project. Under no circumstances the Commission will increase its contribution or the rate of co-financing.

4.6 Without prejudice to the obligations set in Article 24 of the Common provisions, the coordinating beneficiary shall contribute financially to the project.

4.7 The coordinating beneficiary shall be the single point of contact for the Commission and shall be the only participant to report directly to the Commission on the technical and financial progress of the project. The coordinating beneficiary shall therefore provide to the Commission all the necessary reports, in accordance with Article 12 of the Common provisions. The coordinating beneficiary should provide the associated beneficiary with copies of technical and financial reports submitted to the Commission as well as the Commission's reactions to these documents. The coordinating beneficiary should inform the associated beneficiary about important "events" related to the project, e.g. requests for amendments to the grant agreement and the reply given by the Commission to such requests.

5. Role and obligations of the associated beneficiary

5.1 ARPA Emilia - Romagna acts as associated beneficiary and commits itself to the project implementation. ARPA Emilia – Romagna is directly involved in the technical implementation of the project as specified in the Description of the proposal annexed to the Grant Agreement.

ACTIONS OF THE PROJECT

- A1 – Analysis – Local Climate Profile (vulnerability, risks, opportunities)
- B1 - Stakeholders Engagement
- B2 - The Adaptation Plan
- B3 – Measures Start up – Pilot actions experimental application
- C1 – Monitoring of the impact of the project actions
- D - Communication and Dissemination Actions

E 1 - Project management and monitoring of the project progress

In specific, **ARPA Emilia - Romagna, will lead:**

Action A 1 - Analysis – Local Climate Profile (vulnerability, risks, opportunities)

Action C 1 - Monitoring of the impact of the project actions

ARPA Emilia - Romagna will also actively participate in the implementation of the following actions, as specified in the proposal: B1 – B2 – D1 – E1.

The associated beneficiary will participate to periodic project and working meetings and will participate to the Steering Committee, as foreseen in the approved proposal.

5.2 ARPA Emilia - Romagna confirms the “associated beneficiary declaration and **mandate**”¹ by which the associated beneficiary grants power of attorney to the coordinating beneficiary, to act in his name and for his account in signing the grant agreement and its possible subsequent amendments with the Commission. Accordingly, the associated beneficiary mandates the coordinating beneficiary to take full legal responsibility for the implementation of the agreement.

5.3 The associated beneficiary accepts all the provisions of the agreement with the Commission, in particular all provisions affecting the associated beneficiary and the coordinating beneficiary. In particular, he acknowledges that, by virtue of the mandate signed, the coordinating beneficiary alone is entitled to receive funds from the Commission and distribute the amounts corresponding to the associated beneficiary's participation in the action.

5.4 The associated beneficiary shall do everything in his power to help the coordinating beneficiary fulfil the coordinating beneficiary's obligations under the grant agreement. In particular, the associated beneficiary hereby shall provide to the co-ordinating beneficiary whatever documents or information (technical and financial) may be required, within 2 weeks after receiving the request from the coordinating beneficiary.

5.5 ARPA Emilia – Romagna must contribute financially to the project and shall benefit from the financial contribution from the Commission in the conditions stipulated in the agreement foreseen in Article 4.4. In specific, ARPA Emilia - Romagna will contribute with € 50.098,00 to the project , corresponding to the 5,08% of the project share.

5.6 The associated beneficiary shall not report directly to the Commission on the technical and financial progress unless explicitly requested to do so by the Commission.

6. Common obligations for both the coordinating beneficiary and the associated beneficiary

6.1 The coordinating beneficiary and the associated beneficiary shall maintain up to date books of account, in accordance with the normal accounting conventions imposed on them by law and existing regulations. For the sake of traceability of expenditure and income, an analytical accounting system (cost centre accounting) shall be put in place. The coordinating beneficiary and the associated beneficiary shall retain, throughout the project and for at least five years after the final payment, all appropriate supporting documentation for all expenditure, income and revenue for the project as reported to the Commission, such as tender documents, invoices, purchase orders, proof of payments, salary slips, time sheets and any other documents used for the calculation and presentation of costs. This documentation shall be clear, precise and effective and shall be submitted to the

¹ The mandate is the signed A-form "Associated beneficiary declaration"

Commission when requested. The coordinating beneficiary shall retain copies of all supporting documents of all the associated beneficiaries.

The associated beneficiary shall send copies of supporting (accounting) documentation to the coordinating beneficiary at least every 3 months or upon request in case it is needed.

6.2 The coordinating beneficiary and the associated beneficiary shall ensure that all invoices include a clear reference to the project, linking them to the analytical accounting system.

6.3 The coordinating beneficiary and the associated beneficiary shall ensure that the Community support is publicised, as detailed in Article 13 of the Common provisions.

6.4 The coordinating beneficiary and the associated beneficiary shall share freely the know-how necessary for implementation of the project.

6.5 The coordinating beneficiary confirms that it will not act, in the context of the project, as subcontractor or supplier to the associated beneficiary. The associated beneficiary confirms that it will not act, in the context of the project, as sub-contractor or supplier to the coordinating beneficiary or other associated beneficiaries.

7. Subcontractors

7.1 Any public coordinating beneficiary/associated beneficiary must award subcontracts in accordance with the applicable rules on public tendering, in conformity with Community Directives on public tendering procedures. For contracts exceeding € 125.000,00, any private associated beneficiary shall invite competitive tenders from potential subcontractors and award the contract to the bid offering best value for money; in doing so it shall observe the principles of transparency and equal treatment of potential subcontractors and shall take care to avoid any conflict of interest. The rules on tendering referred to in the previous two paragraphs shall also apply in case of purchase of durable goods.

7.2 All invoices issued by subcontractors shall bear a clear reference to the LIFE+ project (i.e. number and title or short title) and to the order/subcontract issued by the coordinating beneficiary/associated beneficiary. All invoices shall also be sufficiently detailed as to allow identification of single items covered by the service delivered (i.e. clear description and cost of each item).

8. Civil liability

The coordinating beneficiary and associated beneficiary shall assume sole liability towards third parties, including for damage of any kind sustained by them while the project is being carried out.

9. Conflict of interest

9.1 The coordinating beneficiary and all associated beneficiary undertake to take all the necessary measures to prevent any risk of conflicts of interest which could affect the impartial and objective performance of the grant agreement. Such conflicts of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

9.2 Any situation constituting or likely to lead to a conflict of interest during the performance of the grant agreement must be brought to the attention of the Commission, in writing, without delay. The coordinating beneficiary and the associated beneficiary shall, without delay, take whatever steps are necessary to rectify this situation. The Commission reserves the right to check that the measures taken are appropriate and may itself take further action if this is deemed necessary.

10 Project management structure

The coordinating beneficiary will appoint a Project Coordinator (PC) - supervisor, which will be assisted in his tasks by a Project Management Team, to take care of management and financial issues.

PC represents the project towards both external and internal subjects and preside the Steering Committee and the Scientific Board. PC stands over the economic and administrative correctness of project, subscribes all acts and documents and maintains contacts with LIFE+ Project Officer and with the other bodies involved, as well as the Italian Minister of Environment. PC is responsible for the execution of activities and achievement of results and for the adoption of the "Executive project manual", the Reports and payment requests, information and acts. PC has to provide formal agreements, one for each Beneficiary, to summarize their financial and technical commitment.

The Project management will be carried on by the 5 project bodies described below.

1) Technical Directors (TDs):

TDs will be expressed by Kyoto Club, Ambiente Italia, ARPA Emilia - Romagna, and they will be in charge of the technical-scientific coordination of the project (together with PC). TDs will convene technical meetings between the experts belonging to Beneficiaries, Scientific Board meetings, and external technical subjects who, if needed, will be involved into the project. They also represent each Associated Beneficiary into the Steering Committee.

2) Steering Committee (SC):

SC will be composed by PC, assisted by his internal Project's manager and administrative and financial Officers (no voting), and by the TDs. The SC will be the place where decision concerning the implementation of the project will be taken. All the partners will be permanently involved in the decision processes in order to achieve the most balanced management of the project. The SC will take any measure to avoid the creation of delays or failures due to partners inefficiency. The SC will also adopt the "Executive project manual" and will monitor over its application. SC will adopt an "Agreement of Future cooperation", between partners identifying follow up strategies and Afterlife communication actions. All the partners will collaborate with Coordinating Beneficiary in developing this programmatic document aimed at commit the Beneficiaries to ensure to project a concrete follow up beyond the financial EC sustain.

3) Administrative and Secretary Office (ASO):

ASO is composed by technical and administrative personnel and it's directly coordinated by the PC. ASO is in charge to organise and process any administrative and financial matter. This includes drafting of all the project's documents and acts, including financial reports, storing the accountancy documents of project, preparing contracts and agreements, making payments, providing information and answers to Financial Officer's requests, carrying on

all the obligations derived by the LIFE+ grant agreement and for support project experts and bodies which will be involved in implementation of tasks. ASO convenes projects meetings, drafts meetings agendas and minutes, organises other meetings with bodies and organisations in the framework of activities.

4) Scientific Board (SB):

SB is a variable expertise group: depending on the specific issue in agenda, the SC identifies the best expert(s) in the particular field to be processed at a certain moment of project's life, able to manage specific technical aspects of different project phases. SB will be coordinated by the TDs expressed by Associated Beneficiaries. Main tasks of SB members are to take part actively to project activities (as described in Actions A1, B1, B2) with the role to guide or validate methods and results. The experts can be internal or external of beneficiaries organisations. The experts assemble in plenary sessions where necessary, but normally they assemble in restricted sessions in relation with specific tasks of project to be processed at a certain moment. At this stage, contacts and preliminary agreements have been taken with the following list of organization representatives, as potential SB members:

EEA - European Environmental Agency;

ICLEI, Local governments for sustainability;

UNDP – Climate change Strategies Department;

Local Agenda 21Italy (network of 200 Italian local authorities);

Centro Euro-Mediterraneo per i Cambiamenti Climatici;

EU cities as good practice example: London and Victoria Gasteiz (other cities will be involved, following Action B2 results, good practices data base). Thematic experts on Green and Blue infrastructure are already part of Ambiente Italia scientific team, and will be involved thanks to LIFE and other EU projects Networking Task.

5) Project Management Team:

The Municipality of Bologna, Environmental Unit, will manage the project through the appointed project coordinator (PC) and a project management team (ASO), formed by experienced financial, technical and administrative staff, who will assist the PC in its duties. In particular, as regards the overall financial and administrative management of the project, the PC will be assisted by a financial manager and a project manager from the International Relations and Projects Office of the Municipality, who will be in charge of guaranteeing the respect of all contractual provisions and the timely delivery of foreseen progress and financial reports.

ARPA Emilia - Romagna will contribute to the project management through the participation to project and working meetings, to Technical Directors Board, Steering Committee and Scientific Board and providing periodical technical and administrative reports. However, all partners will contribute to the project management through the participation to project meetings, SC, working groups, providing periodical technical and administrative reports. Beneficiaries responsible for different actions will be responsible for reporting monthly to the PC about technical progress, achievements and status of the activities they lead.

Project meetings: regular meetings will be organized to coordinate partners at strategic and technical level. In particular, the project foresees 14 meetings, both of the SC and of working meeting. Four (4) periodic SC meetings (plus the kick-off) with the participation of representatives of all the partners, to evaluate the project situation and all the actions to be provided for an optimal continuation of the project. Working meetings, focusing on specific Actions or Tasks and so involving only committed partners, will be organized according to necessity.

11. Technical activity reports

The coordinating beneficiary must regularly inform the Commission on the progress and on the achievements of the LIFE+ project through the submission of the following reports:

- one inception report, to be delivered to the Commission by June 2013
- one progress report, to be delivered to the Commission by December 2013

- one mid-term report, to be delivered to the Commission by June 2014
- one progress report, to be delivered to the Commission by March 2015
- one final report, to be delivered to the Commission by December 2015

The associated beneficiary must provide any relevant information to the coordinating beneficiary in due time before the submission of reports to the Commission (**deadline: one month before the above mentioned dates**) and be available with additional information, should the Commission request so.

12. Communication actions, publicity for Community support and audio-visual products

12.1 The coordinating beneficiary and associated beneficiary shall publicise the project and its results, always mentioning the Community support received. Details of this activity shall be given in each activity report.

12.2 The coordinating beneficiary and associated beneficiary shall acknowledge the support given by the Community in all documents and media produced in the framework of the project, using the LIFE logo provided by the Commission. For audio-visual material, the credits at the beginning and/or at the end shall include an explicit and readable mention of the LIFE support (e.g. "With the contribution of the LIFE financial instrument of the European Community").

12.3 The LIFE logo may not be referred to as a certified quality label or eco-label. Its use shall be restricted to dissemination activities.

12.4 The coordinating beneficiary shall create a project website or use an existing website for the dissemination of project activities, progress and results. The web address where the main results of the project are available to the public shall be indicated in the reports. This website shall be online at the latest six months after the start of the project, shall be regularly updated and shall be kept for at least five years after the end of the project.

12.5 The coordinating beneficiary and associated beneficiary shall erect and maintain notice boards describing the project at the locations where it is implemented, at strategic places accessible and visible to the public. The LIFE logo shall appear on them at all times.

12.6 A summary of the project, including name and contact information of the coordinating beneficiary, will be placed on the LIFE website and made available to the general public.

12.7 All durable goods acquired in the framework of the project shall bear the LIFE logo unless otherwise specified by the Commission.

12.8 Notwithstanding the provisions of Article 20 of the Common provisions, the Commission shall be authorised to publish, in whatever form and in whatever medium, including the Internet, all the information related to the project or produced by the project that it considers relevant. The coordinating beneficiary and all associated beneficiary shall grant the Commission the non-exclusive right to reproduce, to dub if necessary, to distribute or to use any audio-visual document produced by the project, completely or partly, without time limit, for non-commercial purposes, including during public events. Nevertheless, the Commission shall not be considered as "co-producer". The Commission reserves the right to use the photographs submitted in the various reports referred to in Article 12 of the Common provisions to illustrate any information material it produces. It undertakes to credit these by indicating the project reference number.

13. Confidentiality

The Commission and the coordinating beneficiary/associated beneficiary undertake to preserve the confidentiality of any document, information or other material communicated to them in confidence, disclosure of which could harm another party. The parties shall remain bound by this obligation beyond the closing date of the project. The personal data included in the project will be placed on an electronic management tool, which is made available to the European Commission, to other EU institutions and to an external monitoring team, which are bound by a confidentiality agreement. This management tool is used exclusively to manage LIFE projects.

14. Financial reporting

The associated beneficiary is obliged to report costs as specified in the Common Provisions and the grant agreement. In particular, the associated beneficiary should comply with Part II "financial provisions" of the Common Provisions.

The financial reports and supporting documents shall accompany the technical and financial reports and shall be submitted, dated and signed, in one copy in English by the associated beneficiary to the Comune di Bologna following the deadlines specified in Art. 11 of the present Agreement.

To allow a proper monitoring of incurred expenses by the coordinating beneficiary, the associated beneficiary will submit to the coordinating beneficiary, by e-mail, internal financial reports at least **on a three-monthly basis**, or whenever required by the Commission or by the external monitoring teams.

Timesheets, timecards and pay-packet must be delivered to Comune di Bologna every month, by 15.

15. Estimated eligible costs and associated beneficiary's financial contribution to the project

In accordance with the "declaration of the associated beneficiary", the associated beneficiary will implement actions with an estimated total cost of € 100.160,00;

The associated beneficiary will contribute € 50.098,00 to the project of own financial resources;

On the basis of the above amounts, the associated beneficiary will receive from the coordinating beneficiary a maximum amount of € 50.062,00 as share of the EU contribution.

The estimated total costs incurred by the associated beneficiary will be regularly reviewed during the project. In agreement with the coordinating beneficiary (which will take into account the total costs of the project incurred by all participants), the amounts specified in this Article can be modified, provided that the modifications are in line with the grant agreement concerning the project budget.

The final settlement will be based on the Commission's assessment of the final statement of expenditure and income and more precisely on the accepted eligible costs of the project.

16. Payment terms

As foreseen in Article 29 of the Common provisions and in the Grant Agreement, that both shall apply to this article, the financial contribution from the Community shall be paid in three instalments: pre-financing, interim and final payment.

- 1) The pre-financing payment of 197.209,60 € (one hundred ninety seven thousands and two hundred nine/60 euro) corresponding to the 40% of the EU contribution shall

be transferred from the Commission to the coordinating beneficiary within 45 days from the receipt of documents foreseen in Art. 29 of the Common Provisions.

- 2) The mid-term pre-financing payment of 197.209,60 € (one hundred ninety seven thousands and two hundred nine/60 Euro), equivalent to 40% of the EU financial contribution, will be paid on condition that at least 150% of the first pre-financing payment has been consumed (as a percentage of costs incurred). The payment shall be made after the approval, by the Commission, of the inception report, the mid-term technical report and the statement of expenditure and income.
- 3) The final payment of 98.604,80 € (ninety eight thousands and six hundred four/80 euro) shall be made after the approval, by the Commission, of both the final technical report and the final statement of expenditure and income, provided for in Article 12 of the Common Provisions.

Comune di Bologna and ARPA Emilia – Romagna agreed the following payment conditions:

A) Pre financing payment: 20.024,80 Euro (twenty thousands and twenty-four Euro/80 cents), corresponding to the 40% of the foreseen total EU contribution for ARPA Emilia – Romagna (50.062,00 Euro), will be transferred from Coordinating Beneficiary within 60 days from the receipt of the EU pre-financing.

B) Mid-term pre-financing payment: up to 20.024,80 Euro (twenty thousands and twenty-four Euro/80 cents), corresponding to the 40% of the foreseen total EU contribution for ARPA Emilia – Romagna (50.062,00 Euro), will be transferred from Coordinating Beneficiary within 60 days from the receipt of the EU mid-term pre-financing.

C) The final payment: up to 10.012,40 Euro (ten thousands and twelve Euro/40 cents), corresponding to the 20% of the foreseen total EU contribution for ARPA Emilia - Romagna (50.062,00 Euro), will be transferred from Coordinating Beneficiary within 60 days from the receipt of the EU final payment.

D) The coordinating beneficiary may recover amounts unduly paid to the associated beneficiary, who agrees to return the amounts unduly received.

E) All payments are considered as pre-financing payments until the Commission has approved the final technical and financial reports and has transferred the final payment to the coordinating beneficiary;

F) All payments should be made to the following bank account of the associated beneficiary, that shall promptly communicate to the Coordinating Beneficiary any changes may occur:

UniCredit Banca

Via Indipendenza, 11 - 40100 Bologna

IBAN CODE: IT 52 O 02008 02450 000003175646

ABI: 02008

CAB: 02450

ACCOUNT NUMBER: 000003175646

SWIFT/BIC: UNCRITMM

ACCOUNT HOLDER: Agenzia Regionale Prevenzione Ambiente dell'Emilia-Romagna (ARPA-ER)

17. Commission financial audit

The Commission, or any representative authorised by the Commission, may audit the coordinating beneficiary or an associated beneficiary at any time during the project

implementation period and up to five years after the final payment of the Union contribution, as referred to in Article 29.4. and in Article 33 of the Common provisions.

18. Checks and inspections

18.1 Following the provisions set out in Article 34 of the Common provisions, the coordinating beneficiary and the associated beneficiaries undertake to allow Commission staff and persons authorised by the Commission appropriate access to their sites or premises where the project is being carried out and to all documents relating to the technical and financial management of the operation.

Access by persons authorised by the Commission may be subject to confidentiality arrangements to be agreed between the Commission and the coordinating beneficiary.

18.2 Such checks may be initiated up to five years after the final payment as referred to in Article 34.2 of the Common provisions.

18.3 Such checks shall be carried out on a confidential basis.

18.4 Coordinating beneficiary and the associated beneficiaries shall provide appropriate assistance to the Commission or its authorised representatives.

19. Termination of partnership agreement

This Partnership Agreement may be terminated in accordance with the terms established in the Article 19 of the Common Provisions, in the Grant Agreement and in this article.

Unless the Commission terminates the Grant Agreement, the coordinating beneficiary and the associated beneficiaries agree not to withdraw from this Partnership Agreement.

According to the Article 19.6 of the Common Provisions, the coordinating beneficiary may terminate the project at any time by giving formal written notice, provided valid economic or technical reasons exist. In such cases this Partnership Agreement shall automatically terminate.

Nevertheless, termination will not relieve the associated beneficiary from:

- its responsibilities and its activities carried out, under this agreement and this project, until the date of the anticipated termination or withdrawal;
- its obligations or liabilities arising out of such termination or withdrawal.

Each associated beneficiary will notify the coordinating beneficiary as soon as it becomes aware of any breach by a beneficiary of its obligations under the Partnership Agreement or the Grant Agreement.

In case a non-performance or default will be identified and notified, including delay in performance by an associated beneficiary, the coordinating beneficiary will give written notice to such associated beneficiary requiring that such breach will be remedied within 30 calendar days. The coordinating beneficiary shall make any effort to contact the associated beneficiaries in resolving the difficulties. If the breach is not due to Force Majeure and is not remedied within that period, the coordinating beneficiary shall inform the other partners and may decide to declare the associated beneficiary to be a Defaulting Party, deciding on the consequences thereof, which may include termination of its participation.

The Defaulting Party is obliged to refund to the coordinating beneficiary any programme funds received which it cannot prove on the day of exclusion that they were used for the implementation of the project, according to the rules of eligibility of expenditure. In case of non-fulfilment of a beneficiary's obligation having financial consequences for the funding of the project as a whole, the coordinating beneficiary may demand to the Defaulting Party a compensation to cover the sum involved.

In the event of total or partial incompletion of the obligations of any of the associated beneficiary or in the event of material errors in the effective execution of project activities, the associated beneficiary responsible for total/partial incompletion undertakes to reimburse the coordinating beneficiary any funds that have been unduly received, within two weeks from the receipt of the notification.

20. Jurisdiction clause

The law applicable to this agreement shall be the law of Italy.

Failing amicable settlement, the Court of Bologna shall have sole competence to rule on any dispute between the contracting parties in respect of this agreement.

Done at Bologna, on....., in duplicate in English language.

For the coordinating beneficiary

For the associated beneficiary

Place and Date:

Place and Date:

Name:

Name:

Position:

Position:

Signature:

Signature:

Stamp:

Stamp:

N. proposta: PDEL-2012-69 del 22/11/2012

Centro di Responsabilità: Servizio Idro-Meteo-Clima

OGGETTO: Servizio Idro-Meteo-Clima. Adesione di Arpa al Progetto LIFE " Bologna Local Urban Environment Adaptation Plan for a Resilient City" Acronimo Blue AP, approvato nell'ambito del programma LIFE Environment 2011 rif. ENV/IT/000119 e sottoscrizione dell'Accordo di partenariato.

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 28/11/2012

Il Dirigente
