

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

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Atti amministrativi

Deliberazione del Direttore Generale n. DEL-2013-44 del 19/04/2013

Oggetto Direzione Tecnica. Progetto SEE/D/0143/2.1/X dal titolo “Mitigating Vulnerability of Water Resources under Climate Change”, con acronimo “CC-WARE”, programma nell’ambito di South East Europe. Approvazione Accordo di Partenariato per la realizzazione delle attività. CUP: J32G13000030006

Proposta n. PDEL-2013-47 del 08/04/2013

Struttura proponente Direzione Tecnica

Dirigente proponente Zinoni Franco

Responsabile del procedimento Ferri Donatella

Questo giorno 19 (diciannove) aprile 2013 (duemilatredici), presso la sede di Via Po n. 5, in Bologna, il Direttore Generale, Prof. Stefano Tibaldi, delibera quanto segue.

Oggetto: Direzione Tecnica. Progetto SEE/D/0143/2.1/X dal titolo “Mitigating Vulnerability of Water Resources under Climate Change”, con acronimo “CC-WARE”, programma nell’ambito di South East Europe. Approvazione Accordo di Partenariato per la realizzazione delle attività. CUP: J32G13000030006

VISTI:

- il Regolamento (CE) n. 1080/2006 del Parlamento Europeo e del Consiglio del 5 luglio 2006 relativo al Fondo europeo di sviluppo regionale recante abrogazione del regolamento (CE) n. 1783/1999;
- il Regolamento (CE) n. 1083/2006 del Consiglio dell’11 luglio 2006 recante disposizioni generali sul Fondo europeo di sviluppo regionale, sul Fondo sociale europeo e sul Fondo di coesione e che abroga il regolamento (CE) n. 1260/1999, modificato dal Regolamento (CE) n. 1989/2006 del Consiglio del 21 dicembre 2006;
- il Regolamento (CE) n. 1828/2006 della Commissione dell’8 dicembre 2006 che stabilisce modalità di applicazione del regolamento (CE) n. 1083/2006 del Consiglio recante disposizioni generali sul Fondo europeo di sviluppo regionale, sul Fondo sociale europeo e sul Fondo di coesione e del regolamento (CE) n. 1080/2006 del Parlamento Europeo e del Consiglio relativo al Fondo europeo di sviluppo regionale;
- la decisione della Commissione C (2007) 6590 def. del 20 dicembre 2007, che approva il programma operativo “SEE” (programma di cooperazione transnazionale) per l’assistenza strutturale comunitaria da parte del Fondo europeo di sviluppo regionale nell’ambito dell’obiettivo di cooperazione territoriale europea in 16 paesi (2007CB163PO069);
- la deliberazione CIPE n. 36 del 15 giugno 2007 (pubblicata su Gazzetta Ufficiale n. 241 del 16 Ottobre 2007) che definisce le aliquote di cofinanziamento pubblico nazionale per i programmi di iniziativa comunitaria finanziati dal fondo europeo per lo sviluppo regionale per il periodo 2007-2013;

RICHIAMATI:

- la L.R. 19 aprile 1995, n. 44 istitutiva dell’Agenzia Regionale per la Prevenzione e l’Ambiente (ARPA) che, all’art. 5, comma 1, lett. n), prevede tra le funzioni, attività e compiti di Arpa il supporto alla Regione e agli Enti locali per la predisposizione di piani e progetti ambientali;
- l’art. 5, comma 2, della medesima legge regionale il quale prevede che “Per l’adempimento delle proprie funzioni, attività e compiti, ARPA può definire accordi o

convenzioni con Aziende ed Enti pubblici, operanti nei settori suolo, acque, aria, ambiente”;

- l'art. 15 della L. 7 agosto 1990, n. 241, che stabilisce che le Pubbliche Amministrazioni possono concludere tra loro accordi per disciplinare lo svolgimento in collaborazione di attività di interesse comune;

DATO ATTO:

- che, nell'ambito del programma South East Europe, il Comitato di Monitoraggio (Monitoring Committee), ha approvato, in data 14 dicembre 2012, il progetto SEE/D/0143/2.1/X – CC-WARE: Mitigating Vulnerability of Water Resources under Climate Change;
- che il progetto CC-WARE è finalizzato allo studio della vulnerabilità delle risorse idriche a seguito dei cambiamenti climatici;
- che il progetto CC-WARE ha durata di 24 mesi, dal 14 dicembre 2012 al 30 novembre 2014, e vede coinvolte, in qualità di partner, le seguenti organizzazioni:
 - Austrian Federal Ministry of Agriculture, Forestry, Environment and Water Management, Forest Department (BMLFUW - Austria) (Lead Partner);
 - Municipality of the City of Vienna Waterworks (MA31 - Vienna);
 - Municipality of Waidhofen/Ybbs (MWY - Austria);
 - UNIVERSITY OF LJUBLJANA (UNILJ - Slovenia);
 - Public Water Utility Ljubljana JP Vodovod-Kanalizacija d.o.o. (JP VO-KA - Slovenia);
 - Central Directorate for Water and Environment (VKKI - Ungheria);
 - National Forest Administration - ROMSILVA (ROMSILVA - Romania);
 - National Meteorological Administration (NMA - Romania);
 - Executive Forest Agency (EFA - Bulgaria);
 - THESSALONIKI WATER SUPPLY AND SEWERAGE CO SA (EYATH) SA (EYATH SA - Grecia);
 - Decentralised Administration of Macedonia and Thrace, Water Directorate of Central Macedonia (DAMT - Grecia);
 - Agenzia Regionale Prevenzione e Ambiente dell'Emilia-Romagna (ARPA ER - Italia);
 - Jaroslav Cerni Institute for the Development of Water Resources (IJC - Serbia);
 - National Institute of Hydrology and Water Management (NIHWM - Romania);

- Republic of Slovenia, Ministry of the Environment and Spatial Planning, Slovenian Environment Agency (SEA - Slovenia)
- Hydro Engineering Institute Sarajevo (HEIS - Bosnia and Herzegovina);
- Croatian Geological Survey (HGI-CGS - Croazia);
- che il 21/02/2013 il Ministero Federale Austriaco per l'agricoltura, le foreste, l'ambiente e la gestione della risorsa acqua – Dipartimento per le foreste (Austrian Federal Ministry of Agriculture, Forestry, Environment and Water Management, Forest Department), in qualità di Lead Partner di progetto, e l'Autorità di Gestione del Programma South East Europe hanno sottoscritto il contratto di sovvenzione (Subsidy Contract) del progetto CC-WARE, allegato A) al presente atto quale parte integrante e sostanziale;

RILEVATO:

- che il Direttore Generale di Arpa Emilia-Romagna, per permettere la presentazione della proposta progettuale, ha sottoscritto, in data 14/11/2011, l'accordo di partenariato, allegato B) al presente atto quale parte integrante e sostanziale, che regola le funzioni e le reciproche responsabilità di collaborazione interregionale tra i partner suddetti di CC-WARE, in quanto le attività previste nel progetto sono conformi alle finalità dell'Agenzia;

CONSIDERATO:

- che CC-WARE prevede un budget complessivo pari a 1.826.633,20 Euro;
- che per ARPA è previsto un budget pari al 100% dei costi riferibili all'esecuzione di CC-WARE, ed in particolare il budget previsto per ARPA è pari a 175.500,00 Euro, coperto per una somma pari a 149.175 Euro da fondi comunitari FERS (85%) e per una somma pari a 26.325 Euro dai fondi nazionali (15%);
- che per ARPA le spese elegibili di progetto CC-WARE, nel rispetto dell'accordo di partenariato e delle norme richiamate in premessa e delle altre norme vigenti in materia, sono indicate nella tabella seguente:

(valori in euro)	WP 1 Gestione progetto	WP 2 Comunica- zione	WP 3 Definizione strategia comune	WP 4 Training	WP 5 Sviluppo piani e strategie	Totale
Costi del personale	5.500,00	4.300,00	18.700,00	27.000,00	21.800,00	77.300,00
Overheads	1.000,00	0,00	0,00	0,00	0,00	1.000,00
Costi di viaggio	0,00	2.050,00	2.000,00	1.500,00	1.950,00	7.500,00
Costi per consulenze esterne	0,00	4.700,00	37.600,00	28.000,00	19.400,00	89.700,00
Totale elegibile	6.500,00	11.050,00	58.300,00	56.500,00	43.150,00	175.500,00

di cui contributo FESR	5.525,00	9.392,50	49.555,00	48.025,00	36.677,50	149.175,00
di cui contributo fondo nazionale	975,00	1.657,50	8.745,00	8.475,00	6.472,50	26.325,00

- che ARPA sta lavorando attivamente nello svolgimento delle attività di CC-WARE, così come previsto all'interno dell'accordo di partenariato; in particolare, in ARPA, si è provveduto a:
 - nominare responsabile per la gestione complessiva del progetto la Dott.ssa Donatella Ferri, che in particolare avrà il compito di partecipare nel costituendo Comitato Direttivo previsto nel progetto;
 - costituire un gruppo di lavoro per la realizzazione del progetto che, oltre alla citata Dott.ssa Donatella Ferri, comprende anche il Dott. Franco Zinoni in qualità di Direttore Tecnico di Arpa, il Dott. Marco Marcaccio, referente tecnico quale esperto delle tematiche relative alle acque sotterranee, l'Ing. Demetrio Errigo, il Dott. Luca Gelati, l'Ing. Daniele Cristofori e l'Ing. Andrea Chaoud che curano gli aspetti di pianificazione e gestione delle risorse idriche, la Dott.ssa Lia Barazzoni quale referente delle attività laboratoristiche, la Dott.ssa Monica Carati e la Dott.ssa Rosalia Costantino che curano gli aspetti del progetto legati alle attività di GIS e gestione cartografica, l'Ing. Ellen Modolo, che cura il coordinamento delle attività di rendicontazione finanziaria del progetto e la Dott.ssa Roberta Portaccio con il compito di predisporre la rendicontazione del progetto;

RITENUTO:

- che per ARPA sia opportuno delegare il Direttore Tecnico Dott. Franco Zinoni ad agire in qualità di rappresentante di Arpa nell'ambito del progetto CC-WARE anche nell'ambito del Comitato Direttivo previsto dal progetto;

SU PROPOSTA:

- del Dott. Franco Zinoni il quale ha espresso il proprio parere favorevole in ordine alla regolarità amministrativa del presente provvedimento;

DATO ATTO INOLTRE:

- che il contributo per ARPA copre interamente i costi previsti dal progetto, essendo il progetto CC-WARE finanziato al 100% (SEE13);
- che si è provveduto a nominare responsabile del procedimento, ai sensi del combinato disposto di cui agli artt. 4, 5 e 6 della Legge n. 241/90 e della Legge Regionale n. 32/93 la Dott.ssa Donatella Ferri;

- 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 approvato con D.D.G. n. 65 del 27/09/2010;

DELIBERA

1. di prendere atto dell'approvazione del progetto SEE/D/0143/2.1/X, ammesso a cofinanziamento ai sensi del Programma South East Europe, che vede la partecipazione di Arpa in qualità di partner, come da allegato A) al presente atto;
2. di dare atto che il progetto CC-WARE, di durata di 24 mesi (dal 14 dicembre 2012 al 30 novembre 2014) così come attestato dall'Accordo di partenariato sottoscritto da Arpa in data 14/11/2011 per permettere la presentazione della proposta progettuale, allegato B) al presente atto quale parte integrante e sostanziale, prevede un finanziamento di Euro 175.500,00;
3. di dare atto che l'attuazione e la gestione del progetto CC-WARE è di competenza della Direzione Tecnica;
4. di individuare il Direttore Tecnico quale soggetto legittimato ad agire, in qualità di delegato del legale rappresentante di ARPA Emilia-Romagna, nell'ambito del Progetto CC-WARE nei confronti del Dipartimento per le foreste del Ministero Federale Austriaco per l'agricoltura, le foreste, l'ambiente e la gestione della risorsa acqua, coordinatore del progetto;
5. di delegare al Direttore Tecnico l'adozione di ogni atto che si renda necessario per garantire lo svolgimento delle attività progettuali, nel rispetto del budget assegnato nonché la sottoscrizione di tutti gli atti ed i reports necessari;
6. di nominare responsabile per la gestione complessiva del progetto la Dott.ssa Donatella Ferri, che in particolare avrà il compito di partecipare nel costituendo Comitato Direttivo previsto nel progetto;
7. di costituire il gruppo di lavoro per la realizzazione del progetto che, oltre alla citata Dott.ssa Donatella Ferri, comprende anche il Dott. Franco Zinoni in qualità di Direttore Tecnico di Arpa, il Dott. Marco Marcaccio, referente tecnico quale esperto delle tematiche relative alle acque sotterranee, l'Ing. Demetrio Errigo, il Dott. Luca Gelati, l'Ing. Daniele Cristofori e l'Ing. Andrea Chaoud che curano gli aspetti di pianificazione e gestione delle risorse idriche, la Dott.ssa Lia Barazzoni quale referente delle attività laboratoristiche, la Dott.ssa Monica Carati e la Dott.ssa Rosalia Costantino che curano gli aspetti del progetto legati alle attività di GIS e gestione cartografica, l'Ing. Ellen Modolo, che cura il

coordinamento delle attività di rendicontazione finanziaria del progetto e la Dott.ssa Roberta Portaccio con il compito di predisporre la rendicontazione del progetto.

PARERE FAVOREVOLE

IL DIRETTORE TECNICO

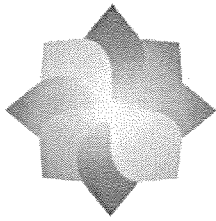
(F.to Dott. Franco Zinoni)

IL DIRETTORE AMMINISTRATIVO

(F.to Dott.ssa Massimiliana Razzaboni)

IL DIRETTORE GENERALE

(F.to Prof. Stefano Tibaldi)



**SOUTH EAST
EUROPE**

Transnational Cooperation Programme

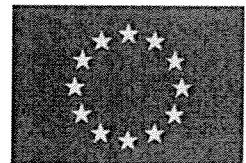
Subsidy Contract

Project Code: SEE/D/0143/2.1/X

Acronym: CC-WARE

**Project title: Mitigating Vulnerability of Water Resources under Climate
Change**

European Territorial Co-operation 2007 – 2013



Subsidy Contract
for the implementation of the project
SEE/D/0143/2.1/X - CC-WARE
Mitigating Vulnerability of Water Resources under Climate Change
within the
South East Europe Transnational Cooperation Programme (SEE)

The following Subsidy Contract (furthermore referred to as Contract) is concluded between

VÁTI Hungarian Nonprofit Limited Liability Company for Regional Development and Town Planning hosting the **Joint Technical Secretariat** of the South East Europe Transnational Cooperation Programme (hereinafter referred to as JTS),
Address: 1016 Budapest Gellérthegy u. 30-32., Hungary
Tax number: 18084922-2-41

on behalf of the National Development Agency acting as **Managing Authority** of the South East Europe Transnational Cooperation Programme (hereinafter referred to as MA)
Address: 1077 Budapest, Wesselényi utca 20-22., Hungary

on one hand,

and

Austrian Federal Ministry of Agriculture, Forestry, Environment and Water Management, Forest Department
2 Marxergasse, 1030 Austria, Austria

acting as Lead Partner (hereinafter referred to as LP)

on the other hand,

hereinafter jointly referred to as Parties

based on the following legal framework:

- COUNCIL REGULATION (EC) No 1083/2006 of 11 July 2006 laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund and repealing Regulation (EC) No 1260/1999;
- REGULATION (EC) No 1080/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 5 July 2006 on the European Regional Development Fund and repealing Regulation (EC) No 1783/1999;
- COMMISSION REGULATION (EC) No 1828/2006 of 8 December 2006 setting out rules for the implementation of Council Regulation (EC) No 1083/2006 laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund and of Regulation (EC) No 1080/2006 of the European Parliament and of the Council on the European Regional Development Fund;
- COUNCIL REGULATION (EC) No 1085/2006 of 17 July 2006 establishing an Instrument for Pre-Accession Assistance (IPA);
- COMMISSION REGULATION (EC) No 718/2007 of 12 June 2007 implementing Council Regulation (EC) No 1085/2006 establishing an instrument for pre-accession assistance (IPA);
- the South East Europe (SEE) Operational Programme

The following regulations and guidelines have to be also respected in the framework of this contract:

- Community rules regarding Community horizontal policies such as the rules for competition and entry into the markets, the protection of the environment, the equal opportunities between men and women and public procurement;
- National rules applicable to the LP and its Project Partners (hereinafter referred to as PPs);
- The SEE Programme Manual (relevant for the 4th call for proposals) and the SEE Implementation Manual laying down the programme specific rules for the implementation of the SEE projects.

Article 1
Award of subsidy

1. In accordance with the decision of the Monitoring Committee, dated **14.12.2012** an earmarked subsidy is awarded to the LP from the European Regional Development Fund (hereinafter: ERDF) and from the Instrument for Pre-Accession Assistance (hereinafter: IPA) under the South East Europe Transnational Cooperation Programme for the implementation of the **“SEE/D/0143/2.1/X - CC-WARE” “Mitigating Vulnerability of Water Resources under Climate Change”** project.

Total Project budget	1,826,633.20 Euro
Maximum ERDF contribution awarded	1,415,163.47 Euro
Maximum IPA contribution awarded	137,474.75 Euro

2. The co-financing rates for Community Contribution (ERDF and IPA) per project partners are set in the Annex III. (Sources of funding) of the Contract. The co-financing rates for Community contribution per partners cannot exceed 85%.
3. The maximum amount of Community contribution awarded for the project cannot be exceeded.
4. Should the total eligible costs after the completion of the project be lower than the budgeted amount, the abovementioned Community contribution awarded under the South East Europe Transnational Cooperation Programme will be correspondingly reduced.
5. Reimbursement of the ERDF contribution is under the condition that the European Commission makes the funds available to the above-described extent and the Memorandum of Understanding is signed by each EU Member State of the South East Europe Transnational Cooperation Programme.
6. Reimbursement of the ERDF contribution in relation to the Article 21 of Commission Regulation (EC) No 1080/2006 is under condition that the Member State of the partner located outside of the South East Europe Programme set up a control system according to Article 16 of of Regulation (EC) No 1080/2006 and the compliance of the control system is confirmed by the Audit Authority of the South East Europe Transnational Cooperation Programme. In case this condition is not fulfilled by the Member State, the MA will reduce the total project budget of ERDF partners and the corresponding ERDF contribution in Article 1.1. by the amounts set for the given partner in Annex III.

7. Reimbursement of the IPA contribution is under condition that the Financing Agreement is signed and the control system is set up according to Article 108 of the Regulation (EC) No 718/2007 by the IPA Partner State and the compliance of the control system is confirmed by the Audit Authority of the South East Europe Transnational Cooperation Programme.
8. If the European Commission fails to make the funds available, the MA will be entitled to withdraw from this contract.

Article 2

Duration of the project

1. Project starting date: 14/12/2012
Project end date: 30/11/2014
2. The project activities have to be carried out and finalised within the project period. Project expenditure – with the exception of costs outlined in Articles 2.3. and 2.4. – has to be incurred and paid between the starting date of the project and the project end date as defined in Article 2.1.
3. Preparation costs can only be eligible:
 - For ERDF Partners: if they were incurred on or after 1st January 2007 and before the final approval date of the Application Form by the Monitoring Committee (“Second step in case of “Two Step” procedure, date of endorsement of the results of the condition clearing exercise in case the application was approved under conditions) and paid before the end date of the first reporting period.
 - For IPA-I Partners: if they were incurred on or after the date of signature of the Financing Agreement by the IPA Partner State of the given partner and before the final approval date of the Application Form by the Monitoring Committee (“Second step in case of “Two Step” procedure, date of endorsement of the results of the condition clearing exercise in case the application was approved under conditions) and paid before the end date of the first reporting period.
4. Costs incurred in the last reporting period and control costs related to the Final Progress Report have to be paid within 60 days from the project end date at the latest.

Article 3

Object of use

1. The Community contribution is awarded exclusively for the implementation of the Project as it is described in the Application Form approved by the Monitoring Committee. The Application Form and the Partnership Agreement signed between the Project Partners are integral parts of this Contract.
2. Project expenditure, including preparation costs, which qualifies for the Community contribution awarded according to Article 1.1., consists exclusively of project expenditure related to the project activities listed in the Application Form approved by the Monitoring Committee. The rules for the eligibility of expenditure are set in the SEE Programme Manual of the fourth call for proposals of the South East European Territorial Cooperation Programme. The relevant EC Regulations, in particular the Article 56 of Regulation (EC) No 1083/2006, Article 7 and Article 13 of Regulation (EC) No 1080/2006, Article 48-53 of Regulation (EC) No 1828/2006 and Article 34 and 89 of

Regulation (EC) No 718/2007 without prejudice to the eligibility rules set by the IPA Financing Agreement, and national eligibility rules have to be also respected. In case of contradiction between the abovementioned rules, the stricter rule shall apply.

Article 4

Reporting and Application for Reimbursement

1. The LP can only submit Application for Reimbursement to the Joint Technical Secretariat by providing proof of progress of the project. Therefore the LP has to submit a Progress Report – with each Application for Reimbursement – consisting of the description of the activities carried out and their outputs and results during the reporting period and a financial report presenting the financial progress of the project in accordance with the approved application.
2. The LP has to submit the Progress Report and the Application for Reimbursement twice a year, on a 6 months basis, with exception of the first and the last reporting periods which can be shorter or longer than 6 months depending on the time plan of the project. The Progress Report and the Application for Reimbursement have to be submitted to the Joint Technical Secretariat within 3 months from the end date of each reporting period. The deadlines for submission are set in Article 4.13.
3. Additional obligatory deadlines to submit an Application for Reimbursement may be set by the MA in order to avoid decommitment of ERDF and / or IPA contribution at programme level. The additional deadlines may be set explicitly in the Contract and/or communicated in advance to the LPs.
4. The first Progress Report and Application for Reimbursement have to cover the preparation costs incurred until the final approval date of the project and paid before the end date of the first reporting period and the project expenditure incurred and paid within the starting date of the project and the end date of the first reporting period.
5. The final Progress Report and final Application for Reimbursement have to be submitted to the Joint Technical Secretariat within three months after the end date of the project.
6. The language of each report is English. The forms and tools of the Progress Report, Application for Reimbursement and the Declarations on validation of expenditure are defined for the SEE Programme and are obligatory to use. The LP has to fill in and submit the Progress Report and the Application for Reimbursement online through the Front Office surface of the IMIS 2007-2013 (the monitoring and information system of the SEE Programme; hereinafter referred to as the system). Access to the system is only permitted by means of an individual username and password. The Rules of Use of the system are set in Annex VI. of this contract. Further rules on reporting – including the documents to be submitted with the Progress Report – are set in the SEE Implementation Manual.
7. The Application for Reimbursement submitted by the LP shall contain only validated expenditure and shall be supported by the Declarations on validation of expenditure issued by the Controllers of the Project Partners. The LP shall ensure that the expenditure presented by the project partners participating in the project have been incurred for the purpose of implementing the project and corresponds to the activities agreed between those partners.
8. In case the Declarations on validation of expenditure are not received from each project partner for a given reporting period, the LP shall submit the Application for

Reimbursement on the basis of the Declarations on validation of expenditure available for the reporting deadline. The expenditure of the project partners not validated for the given reporting period within the deadline can be requested only for the next reporting deadline to the reporting period concerned. The MA is entitled to authorize derogation from this rule in order to reduce possible losses at programme level in case of problems identified in the operation of the control systems and in other duly justified cases.

9. In compliance with Article 20(1)d of the Regulation (EC) No. 1080/2006, the LP shall ensure that the expenditure of its PPs has been verified by the designated controller of the PP, including the expenditure within the meaning of Article 21 of Regulation (EC) No 1080/2006. The designated controllers and the national level control requirements for each Member State/Partner State are available at the Programme's website: www.southeast-europe.net.
10. The LP shall submit the Application for Reimbursement in Euro, based on the Declarations on validation of expenditure in Euro issued by the designated controllers of the PPs.
11. In case PPs from Member States/Partner States, which have not adopted the Euro as their currency, are participating in the project, the PPs shall convert into Euro the amounts of expenditure in the list of invoices incurred in national currency before submission for validation to the responsible controller of the Member State/Partner State. The expenditures shall be converted into Euro using the monthly accounting exchange rate of the Commission in force in the last month of the reporting period.¹
12. The exchange rate risk is borne by the project partner concerned.
13. The LP shall request the reimbursement of Community contribution by the reporting deadlines of the following table:

Period ID	Reporting period (dd/mm/yyyy)	Deadline for submission of the Progress Report and Application for Reimbursement	Spending forecast EUR
period 1	14/12/2012 ² -31/03/2013	01/07/2013	108,621.00
period 2	01/04/2013-30/06/2013	01/10/2013	307,640.00
period 3	01/07/2013-31/12/2013	01/04/2014	466,740.00
period 4	01/01/2014-30/06/2014	01/10/2014	616,117.00
period 5	01/07/2014-30/11/2014 ³	01/03/2015 ⁴	327,515.20
Total Project budget			1,826,633.20

14. The spending forecasts of the project are set out in Article 4.13. The LP has the possibility to deviate from the spending forecasts considering that in case of

¹ The monthly exchange rates of the Commission are available at the following website: <http://ec.europa.eu/budget/inforeuro/index.cfm?Language=en>

² Approval date of the project

³ End date of the project

⁴ 3 months after the end date of the project

underspendings compared to the spending forecasts, the MA – based on the decision of the Monitoring Committee – is entitled to decommit the project by reducing the original project budget and the corresponding Community contribution.

15. In case of decision on the decommitment of the project, the MA initiates the amendment of the Subsidy Contract. The Addendum to the Contract has to be signed by both Parties.

Article 5 **Reimbursement of Community contribution to the LP**

1. The reimbursement of Community contribution to the LP will be initiated only after the verification and acceptance of the Progress Report and its annexes, the Application for Reimbursement and the Declarations on validation of expenditure.
2. The LP may be requested for completion of the Progress Report and the Application for Reimbursement during the verification process by the JTS. After the second unsuccessful completion, the Application for Reimbursement and the Progress Report will be rejected. A rejected Progress Report and Application for Reimbursement can be resubmitted only once and for the next reporting deadline following to the reporting period concerned.
3. The reimbursement of Community contribution will be eventually authorised by the Certifying Authority. In case the ERDF balance of the programme single bank account handled by the Certifying Authority does not cover the amount to be reimbursed, the reimbursement process will be suspended till the transfer of the ERDF contribution from the EC is credited to the programme single bank account. In case the IPA balance of the IPA programme single bank account handled by the Certifying Authority does not cover the amount to be reimbursed, the reimbursement process will be suspended till the transfer of the IPA contribution from the EC is credited to the IPA programme single bank account.
4. For receiving the reimbursement of Community contribution and both for the transfers of ERDF contribution to the ERDF PPs and for the transfers of IPA contribution to the IPA-I PPs, the LP has to open a separate EUR bank account exclusively for the project or in case of single EUR bank account at the LP organisation to ensure a sub-account or a separate accounting code/ technical code/ budget line or other technical arrangement allowing to identify, track and report all financial transfers and expenditure related to the project (hereinafter referred to as separate project bank account).
5. The Community contribution will be reimbursed in Euro only and transferred to the following separate project bank account indicated by the LP:

IBAN account number	AT46 6000 0000 0506 0007
SWIFT Code	OPSKATWW
Bank name	BAWAG PSK
Bank address	Bank PSK, Georg-Coch-Platz 1, 1010 Vienna

6. The LP has to notify officially the JTS in written form in case of change of the separate project bank account the latest before the submission of the following Application for Reimbursement.
7. The LP is responsible for transferring the Community contribution to the project partners participating in the project according to the approved Application for Reimbursement, within the timeframe agreed in the Partnership Agreement.

8. Bank statements proving the management of the separate project bank account have to be presented to the JTS according to the rules specified in the Implementation Manual.
9. In case the LP fails to properly inform the JTS on the details of its separate project bank account, all consequences, including those of financial nature shall be borne by the LP.

Article 6

Representation of PPs, liability and additional obligations of the LP

1. The LP represents the partnership as defined in the Partnership Agreement and is the only direct contact between the project and the programme management bodies (MA, JTS, Certifying Authority, Audit Authority). The LP shall be responsible for ensuring the implementation of the entire project. To this end, the LP shall undertake:
 - a) to co-ordinate the start of the project according to the Application Form approved by the Monitoring Committee;
 - b) to co-ordinate the implementation of the project within the time schedule stated in the approved Application Form;
 - c) to inform the JTS immediately in written form if the project budget has to be changed, if the partners, the project objectives, the activity plan, on which this contract is based have to be changed, or one of the reimbursement conditions cannot be fulfilled, or circumstances arise, which entitle the MA to reduce or demand repayment of the Community contribution (wholly or in part);
 - d) to comply with European Union regulations and programme-level regulatory documents, as referred to in the preamble to this contract, and to the relevant national legislation for the whole partnership.

Article 7

Information and Publicity

1. The LP undertakes to fulfill the information and publicity measures set out in Regulation (EC) No. 1828/2006, and to respect the information and publicity requirements of the SEE Programme according to the SEE Implementation Manual with the aim to promote the fact that financing is provided from the European Union funds in the framework of the South East Europe Transnational Cooperation Programme and to ensure the adequate promotion of the project.
2. The LP shall ensure that all project official communications (e.g. any notice, publication, website or project event, including conferences or seminars) specify that the project has received funding from the EU, within the framework of the South East Europe Transnational Cooperation Programme, by proper display of the EU logo, the SEE Programme logo and slogan and the name of the funds concerned.
3. The LP shall develop and implement a communication plan which includes the realisation of at least the following mandatory outputs:
 - a) creation and use of a project logo;
 - b) setting up of a project website (whereby the respective activities shall start before the submission of the first Progress Report) and keeping it online for a period of at least two years after project closure;

- c) publication and dissemination of at least one brochure presenting the project results;
- d) organisation of a public final event.

The communication plan should be submitted with the first Progress Report.

- 4. Any notice or publication by the LP or the project partners, in whatever form and on or by whatever medium, including the Internet, must specify that it reflects the author's views and that the MA is not liable for any use that may be made of the information contained therein.
- 5. The MA/JTS shall be authorised to publish, in any kind of form and on or by any kind of medium, including the Internet, the following information:
 - a) the name of the project;
 - b) the name of the project partners;
 - c) the amount granted and the Community co-financing rate;
 - d) the purpose of the Community contribution (i.e. project's overall objective);
 - e) the geographical location of the project;
 - f) progress reports;
 - g) project results, evaluations and summaries;
 - h) other information about the project, if considered relevant.
- 6. The LP shall ensure the proper means of communication between the project and the programme, including:
 - a) participation, whenever requested, in LP trainings organized by the JTS;
 - b) participation, whenever requested, in other events organised by the programme with the purpose of presenting/discussing/developing/sharing project results and creating synergies with other projects and relevant organisations;
 - c) providing a visible link on the project's website to the programme website – www.southeast-europe.net.

Article 8

Amendments of the Subsidy Contract and other project changes

- 1. The LP has to request the modification of the Subsidy Contract in case of substantial changes in the project, which are the followings:
 - a) changes in the partnership;
 - b) substantial changes in the content of the project;
 - c) budget reallocation between project partners;
 - d) budget reallocation between budget lines and/or workpackages exceeding 10% of the total project budget (as referred to in Article 1.1.);
 - e) prolongation of the project duration.
- 2. Budget reallocation between project partners not connected to partnership changes, budget reallocation exceeding the 10% reallocation limit, and prolongation of the project duration can be requested only once during the project period and only in an

exceptional case modification of these types of changes can be allowed by the MA / MC once more. Further detailed rules describing each case of Subsidy Contract modification are set in the SEE Implementation Manual.

3. Any request for modification of the Subsidy Contract has to be justified and submitted by the LP to the JTS in a written form, as regulated in the SEE Implementation Manual. The JTS will review the request of modification and submit it for decision to the MA or the Monitoring Committee according to the type of the modification requested. The Addendum to the Subsidy Contract has to be signed by both Parties according to the approval of the MA/Monitoring Committee.
4. The last request for modification of the Subsidy Contract shall be submitted two months before the end date of the project.
5. Other changes in the project than listed in point 1. will not require Subsidy Contract modification, but the LP has to notify the JTS in each case at the latest through the Progress Reports, except the change of the separate bank account, which has to be notified as given in Article 5.6 of this contract. The JTS will verify that the project change does not fall under cases regulated in Article 8.1 and will inform the LP without any delay if it requires Subsidy Contract modification.
6. The LP can request amendment of the spending forecasts set in Article 4.13., only in relation to substantial changes in the project (as referred in Article 8.1.), affecting the project budget.

Article 9 Assignment, legal succession

1. The MA is entitled at any time to assign its rights under this contract. In case of assignment the MA will inform the LP without delay.
2. The LP is allowed to assign its duties and rights under this contract only after prior decision of the Monitoring Committee and written consent of the MA.
3. In case of legal succession, e.g. where the LP changes its legal form, the LP is obliged to transfer all duties under this contract to the legal successor. The LP shall notify the MA about any change beforehand.

Article 10 Audit rights

1. The responsible auditing bodies of the EU, and, within their responsibility, the auditing bodies of the participating EU Member States and Partner States as well as the Audit Authority, MA, JTS and Certifying Authority of the programme are entitled to audit the proper use of funds by the LP or by the project partners or arrange for such an audit to be carried out by authorised persons.
2. The LP will produce all documents required for the audit, provide necessary information and give access to its business premises. The LP is obliged to retain for audit purposes all files, documents and data about the project for at least until 31 December 2022. The list of the documents to be retained is listed in Annex V.
3. The LP is obliged to guarantee fulfilment of the above stipulated duties in relation to all other PPs of the project.

Article 11 Irregularities

1. In case of irregularities identified during the project implementation the MA reserves the right to claim the repayment of Community contribution in full or in part from the LP and has the right to reduce the amount of the Community contribution awarded.
2. Therefore the LP is always responsible for securing repayment of the Community contribution unduly paid to the project.
3. If a project partner commits an irregularity and the LP cannot recover the Community contribution unduly paid to a project partner on the basis of the partnership agreement existing between them, the LP shall inform the JTS in written form within the deadline for the repayment set in Article 12.2.

Article 12 Right of withdrawal and repayment, suspension of reimbursement

1. The MA is entitled to withdraw from this contract and to demand repayment of Community contribution in full or in part, if:
 - a) the LP has obtained the Community contribution through false statements or incomplete statements to bodies/appointees of the European Commission, the MA or any other authorities involved in the implementation of the programme; or
 - b) a precondition for the approval of the project is lost, e.g. the minimum requested number of project partners is not given any longer; or
 - c) the LP becomes insolvent or subject to bankruptcy proceedings; or
 - d) in case of identified irregularities; or
 - e) the LP fails to fulfil a condition or an obligation resulting from this contract; in particular
 - f) the LP does not submit Progress Report and Application for Reimbursement within 3 months after the end of the first period; or
 - g) the LP repeatedly fails to submit Progress Reports and Application for Reimbursements within the reporting deadlines; or
 - h) the project has not been or cannot be fully implemented by carrying out the planned activities, the planned outputs and results and by achieving at least 75% spending of the total project budget, or the project cannot or could not be realized in due time; or
 - i) the LP fails to provide immediate information about circumstances that delay, hinder or make impossible the realization of the project, as well as about any circumstances that mean a change of the reimbursement conditions and frameworks as laid down in this contract or entitle the MA to reduce or demand repayment of the Community contribution wholly or in part; or
 - j) the regulations of the EU and national law (including provisions concerning public procurement rules and in case of IPA contributions the PraG rules for procurement procedures, state aid rules, publicity, rules on environmental protection, and rules on equal opportunities,) have been infringed; or
 - k) the LP has impeded or prevented the auditing of the project as referred to in Article 10.; or

- l) the Community contribution awarded has been partially or entirely misapplied for purposes other than those agreed upon; or
 - m) it has been impossible to verify that the final Progress Report is correct and thus the eligibility of the project by funding from the South East Europe Transnational Cooperation Programme.
2. If the MA sends a request for repayment on the amount of Community contribution paid unduly and the corresponding interest chargeable, the LP is obliged to secure repayments from the PPs concerned and repay the amount specified by the MA before the due date. The repayment by the LP is due within two months following the receipt date of the request for repayment. The rate of such interest shall be one-and-a-half percentage points above the rate applied by the European Central Bank in its main refinancing operations on the date at which the breach of this contract emerged.
 3. The MA has the right to recover the amounts specified in the request for repayment by deducting them from the Application for Reimbursement submitted by the LP.
 4. In case of any delay in the repayment, the amount to be recovered shall be subject to interest on late payment, starting on the due date and ending on the actual date of repayment. The rate of interest on late payment shall be one-and-a-half percentage points above the rate applied by the European Central Bank in its main refinancing operations on the due date.
 5. If the MA exercises its right of withdrawal, offsetting by the LP is excluded unless its claim is undisputed or recognised by declaratory judgement.
 6. The LP is entitled to exercise the right of withdrawal if implementation of the project becomes impossible caused by circumstances independent from the LP. In this case, the LP shall repay the whole amount of Community contribution reimbursed with the interest chargeable within two months from the date of notifying the MA on the withdrawal from the contract. The rate of interest shall be the rate applied by the European Central Bank in its main refinancing operations on the date of notification of withdrawal.
 7. In case of delays in submitting the Progress Report or Application for Reimbursement or request for project modification, or in case multiple completions of the Progress Report and/or Application for Reimbursement are required attributable to the LP and/or any of the PPs, the MA is entitled to apply a proportional reduction to costs related to project management up to 25%.
 8. The MA may decide to suspend the reimbursement of the Community contribution if the provisions laid down in the Memorandum of Understanding are not respected by the Member States concerned, or if the provisions laid down in the Financing Agreements are not respected by the Partner States concerned. The LP shall be informed on the suspension.

Article 13
Ownership/use of results, revenues generated

1. The project retains the contribution from the Community funds only if that project does not, within five years from the completion of the project, undergo a substantial modification:
 - a) caused by a change in the nature of ownership of an item of infrastructure or the cessation of a productive activity and which

- b) affects the nature or the implementation conditions or gives to a firm or a public body an undue advantage.
2. Ownership, title and industrial and intellectual property rights in the outputs of the project and the reports and other documents relating to it shall vest in the LP and PPs.
3. The use of the results of the project will be agreed by the LP and the Joint Technical Secretariat in order to guarantee a widespread publicity of such results and to make them available to the public.
4. The LP and the JTS shall find individual arrangements in those cases where intellectual property rights (such as for data acquired for the project, which do not belong to public domain) already exist.
5. The amount of net revenues generated by the project must be deducted from the eligible costs in full or pro-rata depending on whether it was generated entirely or partly by the co-financed project, in accordance with the provisions of Article 55(1) of Regulation (EC) No 1083/2006 for ERDF contribution and Article 35 of Regulation (EC) No 718/2007 for IPA contribution respectively.
6. Where, at the latest three years after the closure of the programme, it is established that a project has generated revenue that has not been taken into account, such revenue should – in line with Art 55 (4) of the aforementioned regulation - be refunded to the general budget of the European Union in proportion to the contribution from the ERDF funds.

Article 14 Concluding provisions

1. Should any provision in this contract be wholly or partly ineffective, the remaining provisions remain binding for the Parties. The Parties to the contract undertake to replace it by an effective one which comes as close as possible to the purpose of the ineffective provision.
2. Amendments and supplements to this contract must be in written form.
3. All correspondence with the MA / JTS under this contract must be in English language and has to be sent to the following address:

SEE Joint Technical Secretariat
Gellérthegy u. 30-32.
1016 Budapest, Hungary
4. This contract is concluded in English. In case of translation of this contract and its annexes into other language, the English version shall prevail.
5. This contract is governed by Hungarian law and all matters not regulated in this contract are subject to the legal understanding laid down in the Hungarian Civil Code (Act No. IV. of 1959.). In case of differences that are not ruled by this contract, the Parties agree to find an amicable and mutually acceptable solution. If the Parties fail to do so, all disputes arising in connection with this contract shall be settled by the Buda Central District Court.
6. The Subsidy Contract is signed in three original copies, of which one remains at the LP and two original copies have to be returned to the Joint Technical Secretariat.

7. The contract enters into force on the date of signature by the last of both Parties.
8. The contract shall remain in force until the LP has discharged in full its obligations arising from the Subsidy Contract towards the MA.

Place and date: Vienna,

Place and date: Budapest,

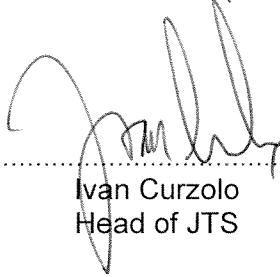
2013 FEBR 07

Austrian Federal Ministry of
Agriculture, Forestry,
Environment and Water
Management, Forest Department
(Lead Partner) represented by

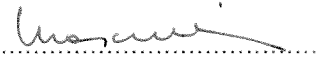


Gerhard Mannsberger
General Director

VÁTI Hungarian Nonprofit Limited Liability Company for
Regional Development and Town Planning
(JTS) represented by



Ivan Curzolo
Head of JTS



Beáta Marczis
Head of Unit

ANNEXES to the Subsidy Contract

- I. Approved Application Form
- II. Partnership Agreement
- III. Sources of funding (maximum Community contribution, Community co-financing rate per Partners)
- IV. Project Budget (per Partners, per Work Packages, Budget Lines)
- V. List of documents to be retained
- VI. Rules of Use of the Front Office surface of IMIS 2007-2013

Annex III
Sources of funding

Project Partner	Maximum ERDF contribution EUR	ERDF co-financing rate %	Total eligible Budget EUR
LP - BMLFUW	352,597.00	85.00	414,820.00
ERDF PP1 - MA31	157,016.25	85.00	184,725.00
ERDF PP2 - MWY	55,955.50	85.00	65,830.00
ERDF PP3 - UL	100,751.52	85.00	118,531.20
ERDF PP4 - JP VO-KA	55,250.00	85.00	65,000.00
ERDF PP5 - VKKI	148,809.50	85.00	175,070.00
ERDF PP6 - ROMSILVA	84,389.70	85.00	99,282.00
ERDF PP7 - NMA	88,812.25	85.00	104,485.00
ERDF PP8 - EFA	80,716.00	85.00	94,960.00
ERDF PP9 - EYATH SA	63,167.75	85.00	74,315.00
ERDF PP10 - DAMT	78,523.00	85.00	92,380.00
ERDF PP11 - ARPA ER	149,175.00	85.00	175,500.00
	1,415,163.47		1,664,898.20

Project Partner	Maximum IPA contribution EUR	IPA co-financing rate %	Total eligible Budget EUR
IPA-I PP1 - IJC	137,474.75	85.00	161,735.00
Total budget of IPA-I PPs	137,474.75		161,735.00

Annex IV

Project budget

IV. 1. Total Project budget of ERDF partners and IPA-I partners per Work Packages and partners

PPs role and abbreviation	WP0	WP1	WP2	WP3	WP4	WP5	WP6	WP7	WP8	Total
LP - BMLFUW	36,520.00	170,000.00	81,250.00	37,650.00	45,800.00	43,600.00	0.00	0.00	0.00	414,820.00
ERDF PP1 - MA31	0.00	60,000.00	3,800.00	78,325.00	25,600.00	17,000.00	0.00	0.00	0.00	184,725.00
ERDF PP2 - MWY	0.00	9,500.00	12,180.00	0.00	39,150.00	5,000.00	0.00	0.00	0.00	65,830.00
ERDF PP3 - UL	0.00	10,854.00	19,906.00	42,438.00	27,806.80	17,526.40	0.00	0.00	0.00	118,531.20
ERDF PP4 - JP VO-KA	0.00	1,000.00	12,150.00	27,530.00	19,270.00	5,050.00	0.00	0.00	0.00	65,000.00
ERDF PP5 - VKKI	0.00	7,800.00	9,930.00	60,350.00	48,240.00	48,750.00	0.00	0.00	0.00	175,070.00
ERDF PP6 - ROMSILVA	0.00	3,480.00	12,663.00	25,194.00	35,421.00	22,524.00	0.00	0.00	0.00	99,282.00
ERDF PP7 - NMA	0.00	7,013.00	7,600.00	55,832.00	23,645.00	10,395.00	0.00	0.00	0.00	104,485.00
ERDF PP8 - EFA	0.00	4,830.00	11,240.00	23,920.00	48,970.00	6,000.00	0.00	0.00	0.00	94,960.00
ERDF PP9 - EYATH SA	0.00	5,000.00	21,180.00	32,535.00	4,000.00	11,600.00	0.00	0.00	0.00	74,315.00
ERDF PP10 - DAMT	0.00	1,500.00	21,130.00	35,450.00	19,300.00	15,000.00	0.00	0.00	0.00	92,380.00
ERDF PP11 - ARPA ER	0.00	6,500.00	11,050.00	58,300.00	56,500.00	43,150.00	0.00	0.00	0.00	175,500.00
WP Total of ERDF PPs	36,520.00	287,477.00	224,079.00	477,524.00	393,702.80	245,595.40	0.00	0.00	0.00	1,664,898.20
IPA-I PP1 - IUC	0.00	10,368.00	500.00	50,547.00	68,888.00	31,432.00	0.00	0.00	0.00	161,735.00
WP Total of IPA-I PPs	0.00	10,368.00	500.00	50,547.00	68,888.00	31,432.00	0.00	0.00	0.00	161,735.00
TOTAL	36,520.00	297,845.00	224,579.00	528,071.00	462,590.80	277,027.40	0.00	0.00	0.00	1,826,633.20

IV. 2. Total project budget of ERDF partners and IPA-I partners per Work Packages and Budget Lines

All ERDF and IPA-I PPs	WP 0	WP1	WP2	WP3	WP4	WP5	WP6	WP7	WP8	Total
Staff costs	6,120.00	66,222.00	49,263.00	219,046.00	193,813.00	119,398.00	0.00	0.00	0.00	653,862.00
Overheads	0.00	8,237.00	3,436.00	17,345.00	10,566.80	6,231.40	0.00	0.00	0.00	45,816.20
Travel and accommodation costs	500.00	6,656.00	54,745.00	26,688.00	27,511.00	46,318.00	0.00	0.00	0.00	162,418.00
External expertise and services	29,900.00	216,230.00	117,135.00	253,532.00	230,700.00	105,080.00	0.00	0.00	0.00	952,577.00
Equipments	0.00	0.00	0.00	11,460.00	0.00	0.00	0.00	0.00	0.00	11,460.00
Small scale investments	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Financial charges and guarantee costs	0.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00
Total	36,520.00	297,845.00	224,579.00	528,071.00	462,590.80	277,027.40	0.00	0.00	0.00	1,826,633.20

Annex V

List of documents to be retained

- | No. | Document |
|-----|--|
| 1. | Approved Application Form |
| 2. | Partnership Agreement (and its amendments) |
| 3. | Subsidy Contract |
| 4. | Amendments of the subsidy contract |
| 5. | Progress Reports |
| 6. | Applications for Reimbursement |
| 7. | Partner Reports |
| 8. | Declarations on validation of expenditure |
| 9. | Each invoice and accounting document of probative value related to project expenditure (originals to be retained at the premises of the project partner concerned) |
| 10. | All supporting documents related to project expenditure (e.g. payslips, bank statements, public procurement documents, etc.) to be retained at the premises of the project partner concerned |
| 11. | All project deliverables (materials produced during the project period, including project communication related documents and materials) |
| 12. | If relevant, documentation related to on the spot checks of the controllers (to be retained at the premises of the project partner concerned) |
| 13. | If relevant, documentation of monitoring visits of the JTS |
| 14. | If relevant, documentation related to audits reports |

ANNEX VI

Rules of Use of the Front Office surface of IMIS 2007-2013

This regulation lays down the requirements of secure application of the IMIS 2007-2013 system (hereinafter referred to as the system).

1. General rules

- The LP (hereinafter referred to as the User) is obliged to learn the rules of the proper use of the system and to apply the system according to the User Manual.
- The User is only allowed to complete tasks in line with his/her role within the system.
- The User is obliged to cooperate with the Joint Technical Secretariat in case any examination related to system events becomes necessary.
- The User is responsible for the accuracy of the data entered into the system.

2. Security rules

- It is prohibited to use any programmes, applications or devices that may affect the operation of the system.
- The User is responsible for the secure use of the system.
- In order to guarantee the safe operation of the system the User is obliged to use a client computer that is sufficiently protected: equipped with central or local firewall, regularly updated antivirus system and well-protected user accounts for the workstation.
- The User is obliged to use a complex password that is kept confidential. The User has to select a password with a length of at least 8 characters, containing lower case letters, capital letters and digits as well. The password shall be changed regularly.
- In case of any activity that endangers the safe operation of the system the access of the affected User will be suspended and IT security examination will be started.

3. Rules for suspicion of misuse

- In case of unauthorized usage the owner of the user name has to take the responsibility.
- In case of reasonable suspicion of unauthorized usage all the tasks accomplished by the User in the system can be examined during the security examination without preliminary notification.
- In case of a suspicion that the password could be learned by another unauthorized person the User has to change it immediately and he/she has to inform the Joint Technical Secretariat about this event.
- If the client computer used for accessing the system is infected by a virus the User is not allowed to log into the system until the infection is eliminated. The Joint Technical Secretariat shall be informed of the virus infection immediately in order to eliminate the virus infection of files uploaded.
- It is prohibited to provide information on any system error or vulnerability to third persons; these issues shall be reported immediately to the Joint Technical Secretariat.



Partnership Agreement

Acronym: CC-WARE

Project title: Mitigating Vulnerability of Water Resources under Climate Change

European Territorial Co-operation 2007 – 2013



**Partnership Agreement
for the implementation of the project
CC-WARE
Mitigating Vulnerability of Water Resources under Climate Change
within the
South East Europe Transnational Cooperation Programme (SEE)**

between

Lead Partner

Federal Ministry for Agriculture, Forestry, Environment and Water Management, Forestry Section, Marxergasse 2, 1030 Vienna, Austria

and

ERDF Project Partner 1

City of Vienna, Vienna Waterworks, Grabnergasse 4-6, 1060 Vienna, Austria

ERDF Project Partner 2

Municipality of Waidhofen / Ybbs, Oberer Stadtplatz 28, 3340 Waidhofen / Ybbs, Austria

ERDF Project Partner 3

University of Ljubljana, Kongresni trg 12, 1000 Ljubljana, Slovenia

ERDF Project Partner 4

Public Water Utility Ljubljana JP Vodovod-Kanalizacija d.o.o., Vodovodna cesta 90, 1000 Ljubljana, Slovenia

ERDF Project Partner 5

Central Directorate for Water and Environment, Márvány utca 1/d, 1020 Budapest, Hungary

ERDF Project Partner 6

National Forest Administration – ROMSILVA, Magheru Bvd. No. 31, Sector 1, 010325 Bucharest, Romania

ERDF Project Partner 7

National Meteorological Administration, Sos. Bucuresti-Ploiesti 97, 013686 Bucharest, Romania

ERDF Project Partner 8

Executive Forest Agency, Histo Botev 55 blvd., 1040 Sofia, Bulgaria

ERDF Project Partner 9

Thessaloniki Water Supply and Sewerage, 127 Egnatia Str, 546 35 Thessaloniki, Greece

SOUTH EAST EUROPE 2007-2013

ERDF Project Partner 10

Decentralised Administration of Macedonia and Thrace, Water Directorate of Central Macedonia, 11 Rossidi & Economidi Str., 54008 Thessaloniki ,Greece

ERDF Project Partner 11

Regional Agency for Environmental Protection in the Emilia-Romagna region, Via Po, 5 - 40139 Bologna, Italy

IPA-I Project Partner 1

Jaroslav Cerni Institute for the Development of Water Resources, Jaroslava Cernog 80, 11226 Belgrade, Serbia

10% Project Partner 1

Hydro-Engineering Institute Sarajevo, Stjepana Tomića 1, BOX 405, 71.000 Sarajevo, Bosnia and Herzegovina

10% Project Partner 2

Croatian Geological Survey, Public research institute, Sachsova 2, 10000 Zagreb, Croatia

EU Associated 1

National Institute of Hydrology and Water Management, Sos. Bucuresti-Ploiesti 97, 013686 Bucharest, Romania

EU Associated 2

Slovenian Environment Agency, Vojkova 1B, 1000 Ljubljana, Slovenia

SOUTH EAST EUROPE 2007-2013

On the basis of:

- COUNCIL REGULATION (EC) No 1083/2006 of 11 July 2006 laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund and repealing Regulation (EC) No 1260/1999;
- REGULATION (EC) No 1080/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 5 July 2006 on the European Regional Development Fund and repealing Regulation (EC) No 1783/1999;
- COMMISSION REGULATION (EC) No 1828/2006 of 8 December 2006 setting out rules for the implementation of Council Regulation (EC) No 1083/2006 laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund and of Regulation (EC) No 1080/2006 of the European Parliament and of the Council on the European Regional Development Fund;
- COUNCIL REGULATION (EC) No 1085/2006 of 17 July 2006 establishing an Instrument for Pre-accession Assistance (IPA);
- COMMISSION REGULATION (EC) No. 718/2007 implementing Council Regulation (EC) No.1085/2006 establishing an instrument for pre-accession assistance (IPA);
- REGULATION (EC) No 1638/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 24 October 2006 laying down general provisions establishing a European Neighbourhood and Partnership Instrument;
- the South East Europe Transnational Cooperation Programme, approved by the European Commission on 20 December 2007, Decision No. C(2007)6590; and its amendment approved on 24 March 2011, Decision No. C(2011) 1850
- the SEE Programme Manual (4th call) and the SEE Implementation Manual laying down the programme specific rules for the implementation of the SEE Projects.

Article 1
Definitions

1. **Lead Partner** (ERDF Lead Partner): the Lead Partner is chosen among the Project Partners and has full financial and administrative responsibility for ERDF and IPA contribution for the entire duration of the project. The Lead Partner is also responsible for the proper reporting of progress during project implementation to the Joint Technical Secretariat, as stipulated in the subsidy contract. In principle, the Lead Partner has functional (coordination of the operation's activities) and financial responsibilities related to ERDF and IPA contribution (corresponds to the term "lead beneficiary" used in the Article 20 of Regulation (EC) No. 1080/2006 and is hereinafter referred to as "LP").
2. **Project Partner** (ERDF Project Partner / IPA-I Project Partner): an actor which commits himself to implement a project part according to the Application Form as approved by the Monitoring Committee (corresponds to the term "beneficiary" used in the Article 20 of Regulation (EC) No. 1080/2006 and hereinafter referred to as "PP"). The **20% ERDF Project Partner** is an ERDF Project Partner from the EU territory but outside the programme area, who participates directly in the project with a separate budget as financial partner.

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3. **Associated Strategic Partner (ASP):** fully integrated in the project partnership but with no responsibility of its budget share that is managed by an ERDF “sponsoring” partner; **10% Partner:** non-EU partner of the Programme area whose defined costs are paid and validated by an ERDF “sponsoring” partner; **EU Associated 20%:** EU partner outside the Programme area whose defined costs are paid and validated by an ERDF “sponsoring” partner; **EU Associated:** EU partner located in the Programme area whose defined costs are paid and validated by an ERDF “sponsoring” partner.
4. **Project Participants:** means LP, ERDF PPs, IPA-I PPs, ASPs.
5. **Project Part:** covers a set of activities undertaken by a Project Partner and presented by an ERDF and IPA-I partner’s budget in the Application Form.

Article 2

Subject of the Partnership Agreement

1. The subject of this Partnership Agreement is the organisation of the partnership by regulating the rights and obligations of all Project Participants in order to successfully implement the transnational project **Mitigating Vulnerability of Water Resources under Climate Change, CC-WARE**.
2. The approved Application Form and the subsidy contract will become integral part of this Agreement after the approval of the project by the Monitoring Committee. The Project Participants have to fully respect the content and obligations set by the abovementioned documents.

Article 3

Duration of the agreement

1. This agreement shall take effect on the date on which it is signed by all Project Participants. It shall remain in force until the LP has discharged in full its obligations arising from the subsidy contract towards the Managing Authority.

Article 4

Activities of Project Participants in the project

1. Activities of the Project Participants as well as the role of each PP in the project are described in the Application Form.
2. In case the Project Participants set up a Project Steering Committee, the following rules shall apply:
 - a. The Project Steering Committee consists of one representative of each project partner. The Lead Partner is the chairman of the Project Steering Committee.

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- b. The Project Steering Committee acts as a strategic project working group. The main task of the Project Steering Committee is ensuring an optimal project implementation and achieving the envisaged project objectives. The members of the Steering Committee meet at least twice a year (according to project reporting periods).
- c. The Project Steering Committee acts on a strategic level, making decisions concerning documentation to the programme level (approval of transnational reports), project outputs and results, discussion items concerning financial management, and work schedule issues.
- d. Further rules are laid down in the project handbook.

Article 5
Specific obligations of the Lead Partner

- 1. The LP shall take all the steps needed to correctly manage the project in accordance with the Application Form approved by the Monitoring Committee and the subsidy contract.
- 2. In addition the LP shall:
 - a) inform all Project Participants on the signature of the subsidy contract, and provides the copy of the subsidy contract for all Project Participants;
 - b) keep the Project Participants informed on a regular basis about all relevant communication between the LP and Joint Technical Secretariat and LP and Managing Authority;
 - c) inform the Project Participants about all essential issues connected to the project implementation without any delay;
 - d) be responsible for the verification that the expenditure declared by the PPs has been incurred only for the purpose of implementing the project and corresponds to the activities agreed between the PPs in the frame of the approved Application Form;
 - e) be responsible for the verification that the expenditure declared by the PPs and had been validated by the designated Controller at national level;
 - f) submit the Application for Reimbursement together with the Progress Report to the Joint Technical Secretariat for the deadline given in the subsidy contract;
 - g) transfer the ERDF and IPA contribution to the PPs participating in the project according to the Application for Reimbursement approved by the Joint Technical Secretariat, within 6 weeks after receipt;
 - h) agree with its PPs before applying for budget reallocation between budget lines and/or work packages in accordance with the subsidy contract;

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- i) agree with the Project Participants (or PPs related to ERDF and IPA issues) of the project before submission of any request for amendment of the subsidy contract to the Joint Technical Secretariat.

Article 6
Obligations of the Project Participants and PPs

1. The Project Participants respect all the rules and obligations set forth in the subsidy contract.
2. They commit themselves to do everything in their power to foster the implementation of the project.
3. The Project Participants shall support the LP to fulfil its tasks according to the subsidy contract.
4. In particular, each Project Participant shall:
 - a) provide the LP without any delay with any information needed to draw up the Progress Reports and the Final Report, to react on any request by the Managing Authority or the Joint Technical Secretariat, or provide with any further information needed by the LP;
 - b) inform the LP immediately about any circumstance that could lead to a temporary or final discontinuation of the project.
5. In particular, each ERDF PP and IPA-I PP shall:
 - a) maintain either a separate accounting system or an adequate accounting code for all transactions relating to the project;
 - b) inform the LP on the details of the bank account where the ERDF/ IPA contribution of the PP shall be transferred before the submission of the first Application for Reimbursement,
 - c) complete their activities foreseen for each reporting period of the project implementation;
 - d) have their expenditures incurred and paid in the given reporting period validated by the designated Controller of their Member / Partner State and submit the declaration on validation of expenditure issued by the Controller to the LP. The expenditure of the PPs not covered by declarations on validation of expenditure in the given reporting period can be requested only for the next reporting deadline following to the reporting period concerned.
 - e) comply with Community and national rules, including rules on public procurement, state aid, publicity, rules on environmental protection, and equal opportunities.
 - f) be responsible for the sound financial management of the funds allocated to the project part, including the arrangements for recovering amounts unduly paid (ERDF, IPA, state contribution and other public contribution).

Article 7

Specific obligations of the Associated Strategic Partners and the sponsoring ERDF partners

1. Each Associated Strategic Partner shall:
 - a) support the “sponsoring” ERDF PP to fulfil its tasks according to the subsidy contract and the present Partnership Agreement;
 - b) complete its activities as described in the approved Application Form;
 - c) provide the “sponsoring” PP and the LP without any delay with any information needed to draw up the Progress Reports and the Final Report, to react on any request by the Managing Authority or the Joint Technical Secretariat, or provide with any further information needed by the LP;
 - d) inform the “sponsoring” ERDF PP and the LP immediately about any circumstance that could lead to a temporary or final discontinuation of the project.
2. The expenditure of each Associated Strategic Partner shall:
 - a) be planned in the budget of the “sponsoring” ERDF LP or ERDF PP in the Application Form;
 - b) be only those supported by invoices clearly addressed and paid by the “sponsoring” ERDF PP;
 - c) be validated by the designated controller of the “sponsoring” ERDF PP.
3. The Associated Strategic Partners (either *10% Partner* or *EU Associated 20%*) and the “sponsoring” ERDF PPs have to follow the rules for the expenditure under the 10% flexibility rule (10% Partners) or 20% flexibility rule (EU Associated 20%) set by the SEE Programme Manual, in particular:
 - a) when subcontracting the activities for the involvement of the 10% Partner, the “sponsoring” ERDF PP is responsible for the procurement according to its national public procurement rules. The contents of the terms of reference should be agreed with the 10% Partner;
 - b) when subcontracting the activities for the involvement of the 10% Partner, the ownership of the outputs and results such as products delivered by the external expertise and services shall remain at the property of the “sponsoring” ERDF PP;
 - c) the involvement of Associated Strategic Partner (either *10% Partner* or *EU Associated 20%*) for the implementation of the project and the achievements of its objectives has to be clearly demonstrated in the Partner Reports of the „sponsoring” ERDF PP and in the Progress Report of the LP;
 - d) in instance of 10% Partner participation, the benefit of the EU territory has to be demonstrated in the Application Form as well as during the implementation of the project;

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4. The Associated Strategic Partners (either *10% Partner* or *EU Associated 20%*) and the “sponsoring” ERDF PPs have to follow the rules for the expenditure under the 10% flexibility rule (10% Partners) or 20% flexibility rule (EU Associated 20%) set by the SEE Programme Manual.

Article 8

Responsibilities of LP and ERDF PPs / IPA-I PPs

1. The LP solely assumes responsibility for the entire project towards the Managing Authority.
2. Each Project Participant is directly and exclusively responsible to the LP for the due implementation of its respective contribution to the project and for the proper fulfilment of its obligations as set out in this agreement. Should a Project Participant not fulfil its obligations under this contract in due time, the LP shall admonish him to fulfil them within a reasonable period of time. The Project Participants will undertake to find a rapid and efficient solution. Should the non-fulfilment continue, the LP may decide to debar the Project Participant concerned from the project with approval of the other Project Participants. The Joint Technical Secretariat shall be promptly informed of such an intended decision by the LP and the change in the partnership has to be approved by the Monitoring Committee according to the provisions of the subsidy contract.
3. Each PP shall take the financial responsibility for the ERDF and IPA contribution and the related state contribution it has received for the project.
4. In case of irregularities the LP bears the overall responsibility towards the Managing Authority for the repayment of the amounts unduly paid. By way of the derogation from this principle if the irregularity is committed by a PP the concerned PP shall repay to the LP the amounts unduly paid.

Article 9

Reporting obligations of the PPs

1. The LP can only submit an application for reimbursement to the Joint Technical Secretariat by providing proof of progress of the project. Therefore, in order to provide adequate information on the progress of the project, each PP has to submit a Partner Report to the LP consisting of an activity report describing the activities carried out and their outputs and results during the reporting period and a financial report presenting the financial progress of the project in accordance with the approved Application Form.

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2. The PPs have to respect the reporting deadlines of the subsidy contract, and submit their ERDF / IPA Partner Report and declaration on validation of expenditure to the LP in due time: Partner Report until 2 weeks after the end of each period and the declaration on validation of expenditure until 2 weeks before the reporting deadline. Partner Reports and declarations on validation of expenditure not submitted to the LP within the set deadline will not be included in the progress report of the LP to be submitted to the JTS.
3. The Partner Reports should be drawn up in Euro. In case PPs from Member States which have not adopted the Euro as their currency are participating in the project, as well as in case of IPA Partner States, the PPs shall convert into Euro the amounts of expenditure in the list of invoices incurred in national currency before submission for validation to the responsible controller of the Member State/Partner State. The expenditures shall be converted into Euro using the monthly accounting exchange rate of the Commission in force in the last month of the reporting period. (<http://ec.europa.eu/budget/inforeuro/index.cfm?Language=en>)
The exchange rate risk is borne by the PP concerned.

Article 10 Audits

1. For audit purposes each ERDF PP – IPA-I PP shall:
 - a) retain all files, documents and data about the project at least until 31 December 2022, either in original or as certified copies on commonly used data media safely and orderly;
 - b) enable the responsible auditing bodies of the European Union and the auditing bodies of the state it is based in to audit the proper use of funds;
 - c) give these authorities any information about the project they request;
 - d) give them access to the accounting books and accounting documents and other documentation related to the project, whereby the auditing bodies decide on this relation, at least until 31 December 2022;
 - e) give them access to their business premises during the ordinary business hours and also beyond these hours by arrangement and allow them to carry out checks related to the project at least until 31 December 2022;
 - f) provide the LP with any information needed related to such an audit without any delay.

Article 11 Information and Publicity

1. Any publicity measure undertaken by any of the Project Participants shall be conducted according to the Commission Regulation (EC) no. 1828/2006, and the Information and Publicity guidelines of the SEE Programme.

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2. Information and publicity measures will be coordinated among the Project Participants. Each Project Participant is equally responsible to promote the fact that financing is provided from the European Union funds in the framework of the South East Europe Transnational Cooperation Programme and to ensure the adequate promotion of the project.
3. The Project Participants take note of the fact that the results of the project as well as any study or analysis produced in the course of the project will be made available to the public and they agree that the results of the project shall be available for all Project Participants and for the public free of charge.

**Article 12
Changes in the Project Partnership**

4. Being aware of the fact that all changes in the partnership need an approval of the Monitoring Committee and the Managing Authority is entitled to withdraw from the subsidy contract if the number of Project Participants falls below the minimum number of participants required by the programme, the Project Participants agree not to back out of the project unless there are unavoidable reasons for it.
5. In case a Project Participant withdraws from the project or is debarred from it the remaining Project Participants will undertake to find a rapid and efficient solution to ensure the further proper project implementation without any delay. Consequently, the Project Participants will endeavour to cover the contribution of the withdrawing Project Participant, either by assuming its tasks by one or more of the present Project Participants or by asking one or more new participants to join the project partnership, regarding the respective programme provisions.
6. The LP will inform the Joint Technical Secretariat as soon as changes in the project partnership are foreseeable. The changes in the partnership enter into force only after approval by the Monitoring Committee.
7. The provisions set for audits in Article 11 remain applicable to the PP that backed out of the project or was debarred from the project.

**Article 13
Irregularities and repayment of funds (ERDF / IPA)**

1. If the Managing Authority should – based on the provisions of the subsidy contract – request the repayment of ERDF / IPA contribution from the LP, the LP shall ask the PP that has caused the irregularity resulting in repayment of the ERDF / IPA contribution unduly paid according to the request of the Managing Authority.
2. The PP affected has to repay the requested ERDF / IPA contribution together with the interests chargeable to the LP, and the corresponding state contribution to the responsible national body as stipulated in the contract on the state contribution.
3. The PP has to respect the deadline given by the Managing Authority to the LP for the repayment of ERDF / IPA contribution. The PP has to transfer the requested ERDF / IPA contribution together with the interests chargeable to the LP 14 days before the deadline of the LP.

**Article 14
Cooperation with third parties, assignment**

1. In case of cooperation with third parties (e.g. concluding subcontracts) the ERDF / IPA-I Project Participant shall remain the sole responsible toward the LP concerning compliance with its obligations as set out in this agreement.
2. ERDF / IPA-I Project Participants are allowed to assign their rights and obligations under this agreement with prior consent of the other Project Participants and only after prior written consent of the Managing Authority and the Monitoring Committee.
3. In case of legal succession, e.g. when the Project Participant changes its legal form, the Project Participant is obliged to transfer all duties under this contract to the legal successor. The participant shall notify the LP in written form 14 days.

**Article 15
Language**

The working language of the partnership shall be English. Any official internal document of the operation shall be made available in the language of the subsidy contract, i.e. in English.

**Article 16
Applicable law**

1. This agreement is governed by the Austrian law, being the law of the country of the LP.
2. This partnership agreement is concluded in English. In case of a translation of this agreement and its annexes into another language than English, the English version shall prevail.

**Article 17
Concluding provisions**

1. Any amendments to this agreement shall be in writing signed by all Project Participants.
2. Amendments and supplements to the present agreement and any waiver of the requirement of the written form must be in written form and have to be indicated as such. The LP shall notify to the Joint Technical Secretariat of any amendment or supplement of the present agreement.
3. If any provision in this agreement should be wholly or partly ineffective, the remaining provisions remain binding for the parties. In this case the parties undertake to replace the ineffective provision by an effective one which comes as close as possible to the purpose of the ineffective one.

CC-WARE Partnership Agreement

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4. The LP and all the Project Participants commit themselves to taking measures to ensure that all staff members carrying out the work respect the confidential nature of information regarded as such, and do not disseminate it, pass it on to third parties or use it without prior written consent of the LP and the Project Participant that provided the information.
5. The parties will make an effort to settle any disputes arising from this agreement out of the court. In case an agreement cannot be made in due time, the parties herewith agree that Vienna, Austria shall be the venue for all legal disputes arising from this contract.
6. 20 original copies will be made of this agreement; of which each party keeps one original, one original is attached to the Application Form, one original is kept at the Financial Management and one original is kept at the Project Management – both for provision in case of audits.

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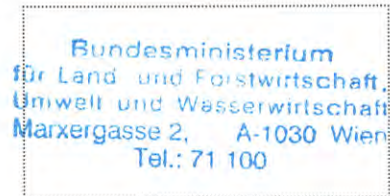
SOUTH EAST EUROPE 2007-2013

Place, Date: Vienna 24. Nov. 2011

Name of Lead Partner:
**Ministry for Agriculture, Forestry, Environment and
Water Management, Forest Department (Austria)**

Name of legal responsible:
SC DI Gerhard Mannsberger

Signature:



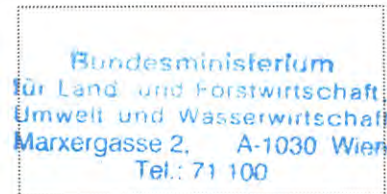
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Place, Date: Vienna 24. Nov. 2011

Name of Lead Partner:
**Ministry for Agriculture, Forestry, Environment and
Water Management, Forest Department (Austria)**

Name of legal responsible:
SC DI Gerhard Mannsberger

Signature:



Stamp

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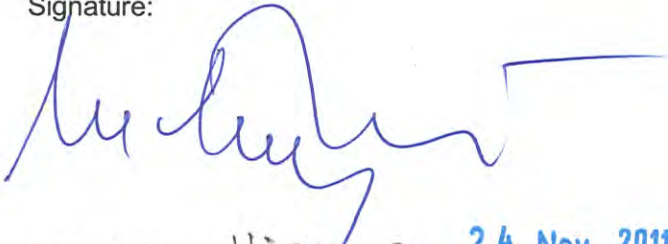
SOUTH EAST EUROPE 2007-2013

Place, Date: Vienna, 2011-11-10

Name of Project Partner 1:
City of Vienna, Vienna Waterworks (Austria)

Name of legal responsible:
Wolfgang Zerobin, CEO

Signature:



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Place, Date: *Vienna,* 24. Nov. 2011

Name of Lead Partner:
**Ministry for Agriculture, Forestry, Environment and
Water Management, Forest Department (Austria)**

Name of legal responsible:
SC DI Gerhard Mannsberger

Signature:



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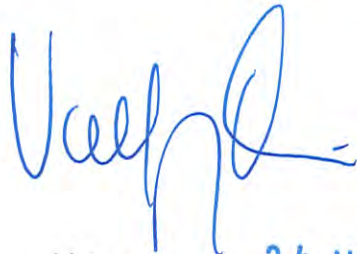
SOUTH EAST EUROPE 2007-2013

Place, Date: Waidhofen/Ybbs, 11.11.2011

Name of Project Partner 2:
Municipality of Waidhofen / Ybbs (Austria)

Name of legal responsible:
Wolfgang Mair, Mayor

Signature:



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Place, Date: Vienna, 24. Nov. 2011

Name of Lead Partner:
**Ministry for Agriculture, Forestry, Environment and
Water Management, Forest Department (Austria)**

Name of legal responsible:
SC DI Gerhard Mannsberger

Signature:



Bundesministerium
für Land- und Forstwirtschaft,
Umwelt und Wasserwirtschaft
Marxergasse 2, A-1030 Wien
Tel.: 71 100

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SOUTH EAST EUROPE 2007-2013

Place, Date: Ljubljana, 23.11.2011

Name of Project Partner 3:
University of Ljubljana (Slovenia)

Name of legal responsible:
Prof. Dr. Radovan Stanislav Pejovnik, Rector

Signature: 



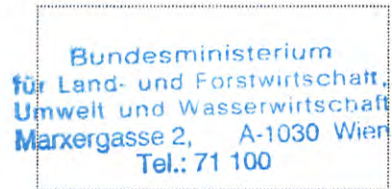
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Place, Date: Vienna, 24. Nov. 2011

Name of Lead Partner:
Ministry for Agriculture, Forestry, Environment and
Water Management, Forest Department (Austria)

Name of legal responsible:
SC DI Gerhard Mannsberger

Signature: 



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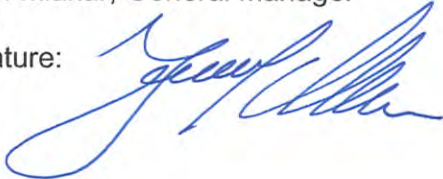
SOUTH EAST EUROPE 2007-2013

Place, Date: *Ljubljana, 14-11-2011*

Name of Project Partner 4:
Public Water Utility Ljubljana JP
Vodovod-Kanalizacija d.o.o. (Slovenia)

Name of legal responsible:
Krištof Mlakar, General Manager

Signature:



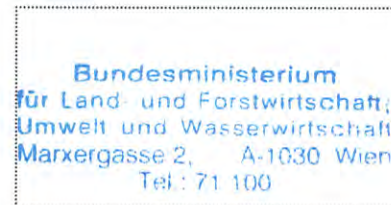
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Place, Date: *Vienna, 24. Nov. 2011*

Name of Lead Partner:
Ministry for Agriculture, Forestry, Environment and
Water Management, Forest Department (Austria)

Name of legal responsible:
SC DI Gerhard Mannsberger

Signature:



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Place, Date: *Budapest, 2011. 11. 11.*

Name of Project Partner 5:
**Central Directorate for Water and Environment
(Hungary)**

Name of legal responsible:
Béla Molnár, Director General

Signature:



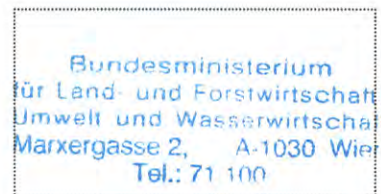
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Place, Date: *Vienna, 24. Nov. 2011*

Name of Lead Partner:
**Ministry for Agriculture, Forestry, Environment and
Water Management, Forest Department (Austria)**

Name of legal responsible:
SC DI Gerhard Mannsberger

Signature:



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CC-WARE Partnership Agreement

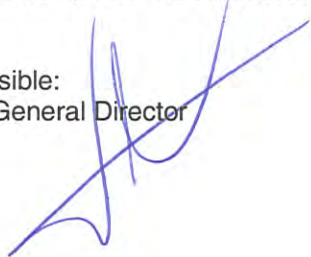
SOUTH EAST EUROPE 2007-2013

Place, Date: *Bucharest - November 14, 2011*

Name of Project Partner 6:
**National Forest Administration – ROMSILVA
(Romania)**

Name of legal responsible:
Valerian Solovastru, General Director

Signature:



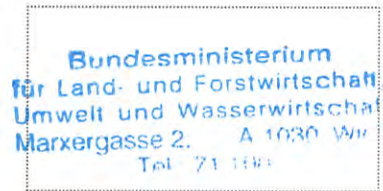
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Place, Date: *Vienna, 24. Nov. 2011*

Name of Lead Partner:
**Ministry for Agriculture, Forestry, Environment and
Water Management, Forest Department (Austria)**

Name of legal responsible:
SC DI Gerhard Mannsberger

Signature:



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CC-WARE Partnership Agreement

SOUTH EAST EUROPE 2007-2013

Place, Date: *Bucharest, 11.11.2011*

Name of Project Partner 7:
**National Meteorological Administration
(Romania)**

Name of legal responsible:
Dr. Ion Sandu, General Director

Signature: *[Handwritten Signature]*



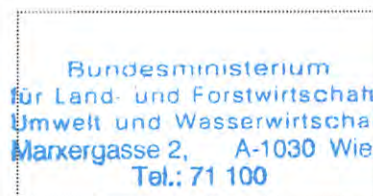
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Place, Date: *Vienna, 24. Nov. 2011*

Name of Lead Partner:
**Ministry for Agriculture, Forestry, Environment and
Water Management, Forest Department (Austria)**

Name of legal responsible:
SC DI Gerhard Mannsberger

Signature: *[Handwritten Signature]*



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CC-WARE Partnership Agreement

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Place, Date: *Sofia, 14.11.2011*

Name of Project Partner 8:
Executive Forest Agency (Bulgaria)

Name of legal responsible:
Biser Dachev, Executive Director

Signature:



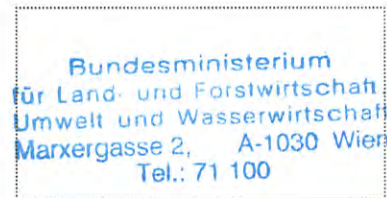
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Place, Date: *Vienna, 24. Nov. 2011*

Name of Lead Partner:
**Ministry for Agriculture, Forestry, Environment and
Water Management, Forest Department (Austria)**

Name of legal responsible:
SC DI Gerhard Mannsberger

Signature:



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CC-WARE Partnership Agreement

SOUTH EAST EUROPE 2007-2013

Place, Date: *Thessaloniki, 14/11/2011*

Name of Project Partner 9:
**Thessaloniki Water Supply and Sewerage CO SA
(Greece)**

Name of legal responsible:
Nikolaos Papadakis, CEO

Signature:

*Ο Διευθύνων Σύμβουλος
της ΕΥΑΘ Α.Ε.*

Νίκος Παπαδάκης



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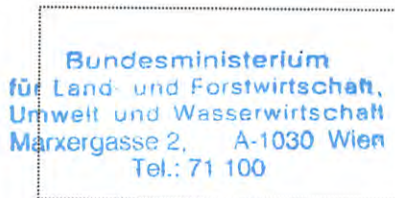
Place, Date: *Vienna, 24. Nov. 2011*

Name of Lead Partner:
**Ministry for Agriculture, Forestry, Environment and
Water Management, Forest Department (Austria)**

Name of legal responsible:
SC DI Gerhard Mannsberger

Signature:

Gerhard Mannsberger



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CC-WARE Partnership Agreement

SOUTH EAST EUROPE 2007-2013

Place, Date: 17-11-2011, Thessaloniki

Name of Project Partner 10:
**Decentralised Administration of Macedonia and
Thrace, Water Directorate of Central Macedonia
(Greece)**

Name of legal responsible:
Efthymios N. Sokos, General Secretary

Signature:



Stamp

Place, Date: Vienna, 24. Nov. 2011

Name of Lead Partner:
**Ministry for Agriculture, Forestry, Environment and
Water Management, Forest Department (Austria)**

Name of legal responsible:
SC DI Gerhard Mannsberger

Signature:



Bundesministerium
für Land- und Forstwirtschaft,
Umwelt und Wasserwirtschaft
Marxergasse 2, A-1030 Wien
Tel.: 71 100

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CC-WARE Partnership Agreement

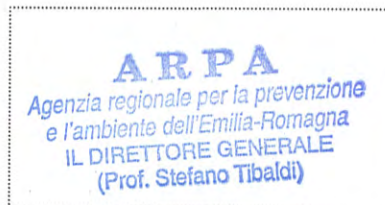
SOUTH EAST EUROPE 2007-2013

Place, Date: Bologna, 14/11/2011

Name of Project Partner 11:
**Regional Agency for Environmental Protection in
the Emilia-Romagna region (Italy)**

Name of legal responsible:
Stefano Tibaldi, General Director

Signature:



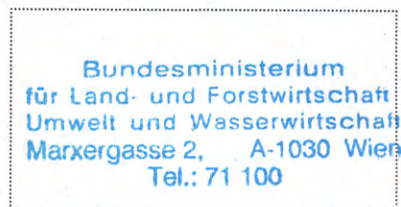
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Place, Date: Vienna, 24. Nov. 2011

Name of Lead Partner:
**Ministry for Agriculture, Forestry, Environment and
Water Management, Forest Department (Austria)**

Name of legal responsible:
SC DI Gerhard Mannsberger

Signature:



Stamp

CC-WARE Partnership Agreement

SOUTH EAST EUROPE 2007-2013

Place, Date: *BEOGRAD, 14.11.2011,*

Name of IPA I Partner 1:
**Jaroslav Cerni Institute for the Development of
Water Resources (Serbia)**

Name of legal responsible:
Prof. Milan Dimkić, Director General

Signature:



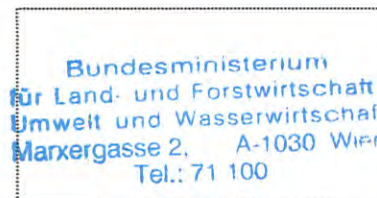
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Place, Date: *Vienna, 24. Nov. 2011*

Name of Lead Partner:
**Ministry for Agriculture, Forestry, Environment and
Water Management, Forest Department (Austria)**

Name of legal responsible:
SC DI Gerhard Mannsberger

Signature:



Stamp

CC-WARE Partnership Agreement

SOUTH EAST EUROPE 2007-2013

Place, Date: *Sarajevo, 11.11.11.*

Name of 10% Project Partner 1:
**Hydro-Engineering Institute Sarajevo
(Bosnia and Herzegovina)**

Name of legal responsible:
Tarik Kupusovic, Director

Signature: *[Handwritten signature]*



Stamp

Place, Date: *Vienna, 24. Nov. 2011*

Name of Lead Partner:
**Ministry for Agriculture, Forestry, Environment and
Water Management, Forest Department (Austria)**

Name of legal responsible:
SC DI Gerhard Mannsberger

Signature: *[Handwritten signature]*



Stamp

CC-WARE Partnership Agreement

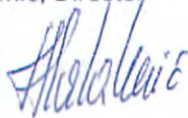
SOUTH EAST EUROPE 2007-2013

Place, Date: Zagreb, 17-11-2011

Name of 10% Project Partner 2:
Croatian Geological Survey, Public research institute
(Croatia)

Name of legal responsible:
Josip Halamić, Director

Signature:



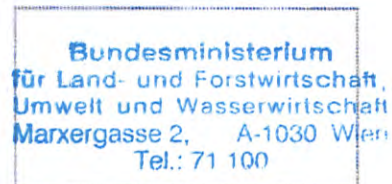
Stamp

Place, Date: Vienna, 24. Nov. 2011

Name of Lead Partner:
Ministry for Agriculture, Forestry, Environment and
Water Management, Forest Department (Austria)

Name of legal responsible:
SC DI Gerhard Mannsberger

Signature:



Stamp

CC-WARE Partnership Agreement

SOUTH EAST EUROPE 2007-2013

Place, Date: Bucharest, 2011-11- 09

Name of EU Associated 1:
**National Institute of Hydrology and Water Management
(Romania)**

Name of legal responsible:
Dr. Petre Stanciu

Signature:



Stamp

Place, Date: Vienna, 24. Nov. 2011

Name of Lead Partner:
**Ministry for Agriculture, Forestry, Environment and
Water Management, Forest Department (Austria)**

Name of legal responsible:
SC DI Gerhard Mannsberger

Signature:

Bundesministerium
für Land- und Forstwirtschaft
Umwelt und Wasserwirtschaft
Marxergasse 2, A-1030 Wien
Tel.: 71 100

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CC-WARE Partnership Agreement

SOUTH EAST EUROPE 2007-2013

Place, Date: *Ljubljana, 11-11-2011*

Name of EU Associated Partner 2:
Slovenian Environment Agency (Slovenia)

Name of legal responsible:
Dr. Silvo Zlebir, Director general

Signature:



Stamp

Place, Date: *Vienna, 24. Nov. 2011*

Name of Lead Partner:
Ministry for Agriculture, Forestry, Environment and Water Management, Forest Department (Austria)

Name of legal responsible:
SC DI Gerhard Mannsberger

Signature:



Stamp

N. proposta: PDEL-2013-47 del 08/04/2013

Centro di Responsabilità: Direzione Tecnica

OGGETTO: Direzione Tecnica. Progetto SEE/D/0143/2.1/X dal titolo “Mitigating Vulnerability of Water Resources under Climate Change”, con acronimo “CC-WARE”, programma nell’ambito di South East Europe. Approvazione Accordo di Partenariato per la realizzazione delle attività.

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 15/04/2013

Il Dirigente
