

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

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**Atti amministrativi**

Deliberazione del Direttore Generale	n. DEL-2013-93 del 16/12/2013
Oggetto	Struttura Oceanografica Daphne. Presa d'atto dell'approvazione del Progetto IPA Adriatic CBC denominato "Derelict Fishing Gear Management System in the Adriatic Region" (Acronimo DefishGear).
Proposta	n. PDEL-2013-95 del 10/12/2013
Struttura proponente	Struttura Oceanografica Daphne
Dirigente proponente	Ferrari Carla Rita
Responsabile del procedimento	Ferrari Carla Rita

Questo giorno 16 (sedici) dicembre 2013 (duemilatredecim), presso la sede di Via Po n. 5, in Bologna, il Direttore Generale, Prof. Stefano Tibaldi, delibera quanto segue.

**Oggetto: Struttura Oceanografica Daphne. Presa d'atto dell'approvazione del Progetto IPA Adriatic CBC denominato "Derelict Fishing Gear Management System in the Adriatic Region" (Acronimo DeFishGear).**

PREMESSO:

- che il Programma Transfrontaliero IPA Adriatico CBC (2007-2013), co-finanziato dall'Unione Europea, è il risultato del lavoro di programmazione congiunta svolta dai paesi partecipanti ed è parte del processo di cooperazione nell'Area Adriatica, e riveste un ruolo importante soprattutto dal punto di vista politico ed economico, per favorire da un lato le relazioni tra le regioni costiere adriatiche a sostegno dei processi di crescita locali, lo sviluppo sostenibile e l'unità tra le persone e dall'altro lato favorire una integrazione tra Istituzioni Europee e internazionali e creare una zona di libero scambio;
- che il tema relativo all'ambiente incluso nel programma IPA Adriatico CBC: "Miglioramento ambientale marino-costiero e delta dei fiumi mediante gestione congiunta dell'area adriatica" è di interesse rilevante per Arpa Emilia-Romagna;

PRESO ATTO:

- che l'accesso alle opportunità finanziarie previste dal Programma avviene attraverso una selezione a seguito della presentazione di progetti in base all'emanazione di bandi;
- che nel corso del 2012 è stata avviata la procedura per la selezione dei progetti strategici nell'ambito del Programma IPA Adriatic CBC;

DATO ATTO:

- che Arpa ha partecipato alla Call for Strategic Project Proposal in qualità di Partner del progetto "Derelict Fishing Gear Management System in the Adriatic Region", presentato dal National Institute of Chemistry, Ljubljana, Partner Capofila;
- che l'Autorità di gestione del progetto, con nota Prot. RA109226 del 24/04/2013 indirizzata al Partner capofila, ha comunicato che il progetto è stato selezionato dal Joint Monitoring Committee per essere invitato al secondo step della procedura;
- che l'Autorità di gestione del progetto, con nota Prot.RA276836 del 07/11/2013 indirizzata al Partner capofila, ha comunicato la lista definitiva dei progetti strategici Priorità 2, approvati dal Joint Monitoring Committee, indicati nella propria Determinazione dirigenziale n. 227/DA23 del 05/11/2013;
- che il Progetto DeFishGear è incluso nella lista dei progetti finanziati, con un budget complessivo approvato di Euro 5.353.764,70;

CONSIDERATO:

- che il progetto DeFishGear ha durata di 29 mesi, decorrenti dal 1° novembre 2013, fino al 31/03/2016;
- che l'obiettivo principale del progetto è "Proporre approcci sincronizzati per il monitoraggio dei rifiuti costieri e delle microplastiche in ambiente marino, stabilendo metodologie condivise e un database comune";
- che la Struttura Oceanografica Daphne parteciperà alla realizzazione del Progetto;
- che per la realizzazione del Progetto è stato definitivamente approvato il budget complessivo affidato ad Arpa pari a Euro 168.474,87, articolato nelle seguenti voci di spesa:
  - Staff cost                67.464,21
  - Overheads                14.984,64
  - Travel                    21.700,00
  - External                 3.267,00
  - Promotion cost        15.768,72
  - Equipment              45.290,30

RITENUTO:

- che la partecipazione al Progetto DeFishGear rappresenti per Arpa una opportunità di perfezionamento delle competenze del proprio personale tecnico attraverso lo scambio di esperienze con gli Istituti ed Enti di ricerca coinvolti, nazionali ed internazionali;
- di prendere atto dell'ammissione al finanziamento del Progetto DeFishGear, di cui Arpa Emilia-Romagna è Partner;
- che la Struttura Oceanografica Daphne possa fornire competenze e risorse nell'ambito di tale Progetto, che risulta di grande interesse per l'Agenzia;
- opportuno che Arpa partecipi al Progetto;

PRECISATO:

- di individuare la Responsabile della Struttura Oceanografica Daphne quale soggetto legittimato ad agire in qualità di delegato del legale rappresentante di Arpa Emilia-Romagna nell'ambito del Progetto DeFishGear nei confronti del partner capofila del progetto, in particolare sottoscrivendo apposito accordo (Partnership Agreement) finalizzato a disciplinare la collaborazione tra i partner nell'ambito del progetto, il cui schema si allega al presente atto sub A);
- di delegare alla Responsabile della Struttura Oceanografica Daphne l'adozione di ogni atto che si renda necessario per garantire lo svolgimento delle attività progettuali, nel rispetto del budget assegnato;

- di delegare alla Dott.ssa Carla Rita Ferrari la responsabilità del Progetto DeFishGear;

DATO ATTO:

- che il budget assegnato ad Arpa Emilia-Romagna per la realizzazione del Progetto è gestito dalla Struttura Oceanografica Daphne;
- che la Struttura Oceanografica Daphne, nell'arco della durata del Progetto, potrà coinvolgere nella realizzazione delle attività altre strutture di Arpa, previo accordo con i rispettivi Direttori in merito al monte ore previsto per l'impegno dei collaboratori individuati e al corrispondente trasferimento di quote di budget;

SU PROPOSTA:

- della Responsabile della Struttura Oceanografica Daphne, Dott.ssa Carla Rita Ferrari, la quale ha espresso il proprio parere favorevole in ordine alla regolarità amministrativa del presente atto;

DATO ATTO:

- del parere di regolarità contabile espresso dal Responsabile dell'Area Bilancio e Controllo economico, Dott. Giuseppe Bacchi Reggiani, ai sensi del Regolamento per il Decentramento amministrativo approvato con D.D.G. n. 65/2010;
- del parere favorevole espresso dal Direttore Amministrativo Dott.ssa Massimiliana Razzaboni e dal Direttore Tecnico Dott. Franco Zinoni, reso ai sensi dell'art. 9, comma 5, della L.R. 44/95;
- che il 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 è la Dott.ssa Carla Rita Ferrari;

DELIBERA

1. di prendere atto dell'approvazione da parte della Commissione Europea del Progetto "Derelict Fishing Gear Management System in the Adriatic Region", Acronimo DeFishGear;
2. di dare atto che il Progetto di cui trattasi ha durata di 29 mesi a decorrere dal 1° Novembre 2013 e termina il 31 marzo 2016;
3. di dare atto che il budget approvato di Arpa Emilia-Romagna per la realizzazione delle attività previste nel Progetto è di Euro 168.474,87;
4. che il finanziamento del Programma IPA Adriatico CBC è pari all'85% del budget;
5. che per i partner italiani il restante 15% è cofinanziato dal fondo di rotazione come da delibera CIPE n. 36 del 15/06/2007;

6. di dare atto che per Arpa Emilia-Romagna il soggetto competente all'attuazione e alla gestione del progetto è la Struttura Oceanografica Daphne;
7. di individuare la Responsabile della Struttura Oceanografica Daphne quale soggetto legittimato ad agire in qualità di delegato del legale rappresentante di Arpa Emilia-Romagna, nell'ambito del Progetto DefishGear, nei confronti del National Institute of Chemistry di Ljubljana, in particolare sottoscrivendo il Partnership Agreement, finalizzato a disciplinare la collaborazione tra i partner del Progetto, il cui schema è allegato al presente atto sub A);
8. di delegare alla Responsabile della Struttura Oceanografica Daphne l'adozione di ogni atto che si renda necessario per garantire lo svolgimento delle attività progettuali;
9. di delegare alla Dott.ssa Carla Rita Ferrari la responsabilità del Progetto "Derelict Fishing Gear Management System in the Adriatic Region";
10. di individuare nei seguenti collaboratori le competenze e le professionalità necessarie alla partecipazione di Arpa Struttura Oceanografica Daphne al Progetto:
  - a. Carla Rita Ferrari con funzioni di coordinamento generale;
  - b. Cristina Mazziotti con funzioni di coordinamento tecnico;
  - c. Margherita Benzi, Claudio Silvestri, Enza Bertaccini, Paola Martini, Marco Elementi, Stefano Serra, Fabiola Morrone, con funzioni di supporto tecnico;
  - d. Alessandra Tinti, con funzioni di referente amministrativo e finanziario.

PARERE FAVOREVOLE

IL DIRETTORE AMMINISTRATIVO

(F.to Dott.ssa Massimiliana Razzaboni)

IL DIRETTORE TECNICO

(F.to Dott. Franco Zinoni)

IL DIRETTORE GENERALE

(F.to Prof. Stefano Tibaldi)

# IPA ADRIATIC CBC PROGRAMME

## 2007 -2013

### Partnership Agreement

<b>Project title:</b>	<b>Derelict Fishing Gear Management System in the Adriatic Region</b>
<b>Project Acronym:</b>	DeFishGear
<b>Project Code:</b>	STR/00010

Version No. 3 – Strategic Projects



Let's grow up together  
**Adriatic IPA**  
Cross Border Cooperation 2007-2013



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**Having regard to:**

1. EUROPEAN COUNCIL REGULATION (EC) No 1085/2006 of 17 July 2006 establishing an Instrument for Pre-Accession Assistance (IPA) and following amendments and integrations;
2. EUROPEAN COMMISSION REGULATION (EC) No 718/2007 of 12 June 2007 implementing the COUNCIL REGULATION (EC) No 1085/2006 establishing an Instrument for Pre-Accession Assistance (IPA), and following amendments and integrations;
3. The IPA Adriatic Cross-border Cooperation Programme “CCI2007CB16IPO001”, approved by the European Commission with Decision (2008) n. 1073 of 25 March 2008, amended with the EC Decision (2010) n. 3780 of 30 June 2010, Decision No. C (2011) 3396 of 18 May 2011, Decision No. C (2011) 3740 of 26 May 2011 and with Decision No. C(2012) 4937 of 13 July 2012;
4. The Call for Proposals under which the Project Partners have submitted the Project Application Form;
5. The Project Application Form, jointly submitted by the Project Partners through their Lead Partner to require the Programme contribution and its revisions to time plan and/or budget;
6. The Funding Allocation Letter (FAL) issued by the Managing Authority;
7. The European Community rules related to:
  - a. public procurements;
  - b. eligibility of expenditures;
  - c. protection of personal data;
8. The Programme Management and Control Manual, the Guidance for FLCOs and the Implementation Manual of the IPA Adriatic Cross-border Cooperation Programme;
9. The General Conditions of the IPA Subsidy Contract and the IPA Subsidy Contract template, both published on the Programme website: [www.adriaticipacbc.org](http://www.adriaticipacbc.org).

**The following agreement is concluded among:**

1. Lead Partner: National Institute of Chemistry, Ljubljana, Laboratory for polymer chemistry and technology; Address: Hajdrihova ulica No.19 – 1000 Ljubljana – Slovenia; Fiscal Code: SI33840890, represented by Mr.Janko Jamnik;
2. Project Partner 1: Italian National Institute for Environmental Protection and Research; Address: Via Vitaliano Brancati No. 48 – 00144 Rome (RO) – Italy; Fiscal Code: 10125211002, represented by Mr. Stefano Laporta;
3. Project Partner 2: Ca' Foscari University of Venice - Department of Philosophy and Cultural Heritage; Address: Dorsoduro No. 3246 – 30123 Venice (VE) – Italy; Fiscal Code: 80007720271, represented by Mr. Agostino Cortesi (on the basis of the power of attorney dated 21 December 2011);
4. Project Partner 3: Mediterranean Consortium; Address: Via della Grande Muraglia No. 155 – 00100 Rome (RO) – Italy; Fiscal Code: 05099881004, represented by Mr. Paolo Pelusi;





5. Project Partner 4: Regional Agency for Environmental Protection in the Emilia-Romagna Region; Address: Via Po, No. 5 – 40139 Bologna (BO) – Italy; Fiscal Code: IT04290860370, represented by Ms. Carla Rita Ferrari;
6. Project Partner 5: Institute for water of the Republic of Slovenia; Address: Hajdrihova ulica No.28c - SI-1000 Ljubljana – Slovenia; Fiscal Code: SI97072842, represented by Mr. Igor Plestenjak;
7. Project Partner 6: University of Nova Gorica, The Laboratory for Environmental Research; Address: Kostanjeviška No.16 – 5000 Pristava – Slovenia; Fiscal Code: SI29880068, represented by Mr. Danilo Zavrtnik;
8. Project Partner 7: Institute for Oceanography and Fisheries; Address: Šetališre Ivana Meštrovića No.63 – 21000 Split – Croatia; Fiscal Code: 86235185568, represented by Mr. Nedo Vrgoč;
9. Project Partner 8: Hydro-Engineering Institute of the Faculty of Civil Engineering; Address: Stjepana Tomića No.1 – 71000 Sarajevo - Bosnia-Herzegovina; Fiscal Code: 200608910003, represented by Mr. Tarik Kupusović;
10. Project Partner 9: University of Montenegro, Institute of marine biology; Address: Dobrota bb – 85330 Kotor – Montenegro; Fiscal Code: 30/31-03951-6, represented by Mr. Predrag Miranović;
11. Project Partner 10: Agricultural University of Tirana, Laboratory of Fisheries and Aquaculture; Address: Lagja Kodër Kamëz – 1001 Tiranë – Albania; Fiscal Code: J61915028N, represented by Mr. Fatos Harizaj;
12. Project Partner 11: Regional Council of Lezha; Address: Sheshi "Gjergj Kastrioti" - 4501-4502 Lezhë – Albania; Fiscal Code: K 57829502 O, represented by Mr. Pashk Gjoni;
13. Project Partner 12: Mediterranean Information Office for Environment, Culture and Sustainable Development; Address: Kyrristou No.12 – 10556 Athens – Greece; Fiscal Code: EL097813422, represented by Mr. Michael Scoullou;
14. Project Partner 13: Hellenic Centre for Marine Research (HCMR), Institute of Oceanography; Address: 46.7 km Athinon - Souniou ave. – 19013 Anavyssos – Greece; Fiscal Code: EL999355106, represented by Mr. Vasileios Lykousis;
15. Project Partner 14: Public Institution RERA SD for coordination and development of Split Dalmatia County (RERA); Address: Domovinskog Rata No.2 – 21000 Split – Croatia; Fiscal Code: OIB 40887282015, represented by Mr. Srećko Radnić;
16. Project Partner 15: Euro-Mediterranean Center on Climate Change (CMCC); Address: Via Augusto Imperatore No.16 – 73100 Lecce – Italy; Fiscal Code: 03873750750, represented by Dr. Antonio Navarra;

**hereinafter referred to as the “Project Partners”**



## Article 1. Definitions

Definitions and abbreviations mentioned in this Agreement refer to what ruled under the IPA Regulations, the IPA Adriatic Programme and the General Conditions of the IPA Subsidy Contract.

The definitions of “Lead Partner” and of “Project Partners” refer to the “Lead Beneficiary” and to the “final beneficiaries” as referred to in the IPA Regulations, in the IPA Adriatic Programme, in the IPA Subsidy Contract and in the General Conditions of the IPA Subsidy Contract.

## Article 2. Subject of Partnership Agreement

1. The subject of this Agreement aims to establish the cooperation principles and procedures as well as mutual obligations among the Partners in the meaning of Art. 96, § 1, point a) of Commission Regulation (EC) No. 718/2007.
2. By this Agreement, the Partners establish their rights and duties, with the aim to achieve the objectives of the Project in compliance with the legal and conventional framework specified here above.
3. Moreover, the Agreement specifies the rules governing the recovery procedure of the amounts unduly received by the Project Partners.
4. This Agreement will be an integral part of the IPA Subsidy Contract signed between the Managing Authority and the Lead Partner. Any modification, amendment or *addendum* to its provisions shall be promptly notified to the Managing Authority.
5. The annexes – including all provisions they are based on and refer to – are considered to be an integral part of this Agreement.

## Article 3. Duration of Partnership Agreement

1. The implementation period of the Project is **29 months** from the date of starting of the Project.
2. This Agreement shall expire once all obligations of the Lead Partner contracted in the IPA Subsidy Contract will be fulfilled. In any case, the expiration term does not exceed the third year following to the last budget commitment of the Programme.
3. During the implementation period of the Project, as well as after the end of this period, all the Project Partners have the obligation to archive and make available to the JTS, MA, CA, AA, European Commission and any other body designated to perform controls on the use of the financing, all Project related documents, including the inventory for the revenues generated, on a 3 years period after the official closure of the Programme. This period shall be interrupted either in case of legal proceedings or upon the duly motivated request of the MA.

## Article 4. Rights and obligations of the Lead Partner

1. The Lead Partner is responsible before the Project Partners and the Managing Authority for general coordination, management and implementation of the Project. In particular, it is responsible for the correct management of the Programme contribution for Project implementation by all the Project Partners.



2. The Lead Partner is the only legal entity entitled to contact the Managing Authority on behalf of all the Project Partners. The Lead Partner is obliged to make available to the other Project Partners, in any form, documents and information received from the Managing Authority and useful for their Project's activities implementation.

3. The Lead Partner will ensure the start of the Project's implementation activities, in compliance with the updated Project time plan, here annexed. If necessary, the Lead Partner is obliged to take any legitimate action in order to perform this obligation.

4. The Lead Partner is obliged:

- a) to ensure correct implementation of the Project's activities. If necessary, it will promptly inform the Project Partners, as well as the Managing Authority, on all circumstances that may have negative impact on dates and scope of actions established in the Project Application Form;
- b) to take all actions necessary to receive on time the Community contributions by the Programme, as well as to transfer promptly the grant received to each Project Partners' bank accounts, within the expiration time of 15 days from the receipt date;
- c) to send to the MA the hard copy of the Declarations on Validation of Expenditures (DVEs) collected from all Project Partners to support the request of reimbursement;
- d) to fill in and apply for Community contribution reimbursement (Application for Reimbursement - AR) of the Project eligible expenditures in conformity with the provisions set out in the IPA Subsidy Contract;
- e) to monitor the progress implementation of the Project, its output indicators and results and fill these information in the 6 months Project Progress Reports starting from the Project implementation starting date;
- f) to collect all the information and documents in accordance with the Managing Authority's monitoring and reporting principles;
- g) to prepare and submit to the MA the Project final report at the closure of the Project;
- h) to request any information and additional documents from the Project Partners in timely to answer to the MA/JTS requirements;
- i) to ensure that the Project Partners have submitted the Progress Reports to the FLCO for validating the expenditures incurred;
- j) to record in appropriate way the progresses of the Project activities, the payments received from the Programme and the transfers to the Project Partners.

5. For the irregularities committed by a Project Partner, the LP has the right to turn against the Project Partner, by any legal means, in order to recover the Community contribution unduly received from the Programme.



## **Article 5. Rights and obligations of the Project Partners**

1. Every Project Partner shall implement the Project with the efficiency, transparency and diligence, in line with the best practice in the field concerned and in compliance with the provisions laid down in this Agreement and in the General Conditions of the IPA Subsidy Contract.
2. Each Project Partner is obliged:
  - a) to fulfil its obligations resulting from the documents governing the implementation of the Programme;
  - b) to undertake all necessary actions for a prompt and full implementation of Project activities;
  - c) to take all necessary actions in order to allow the Lead Partner to meet the obligations provided in the IPA Subsidy Contract.
3. The Project Partner is entirely and solely responsible for the implementation of its tasks, in accordance with the description contained in the Project Application Form. In case that the national co-financing contribution is provided by own public funds or by a Public co-financing body, the Project Partner is responsible for ensuring this contribution to the Project.
4. Each Project Partner should promptly inform the Lead Partner on relevant circumstances that have the impact on correctness, timeliness, effectiveness and completeness of its actions.
5. Each Project Partner has the right to receive by the Lead Partner a share of the Community contribution granted by the Programme, according to own DVE reimbursed. In accordance with Article 39 of Regulation (EC) 718/2007, the Project Partners shall receive the total amount of the Community contribution in due time and in full.
6. Each Project Partner must draw up a Progress Report concerning its tasks and send a true hard copy, signed and stamped, to the LP, without attaching the supporting expenditure documents, for the financial and administrative checks, and simultaneously send the original hard copy of the Progress Report file with the necessary documents of evidence, to the national FLCO for the control and validation of the eligible expenditures. The Progress Report may be sent to the FLCO within the deadlines according to the four Programme spending forecast periods per year:
  - a) 30<sup>th</sup> April;
  - b) 30<sup>th</sup> June;
  - c) 31<sup>st</sup> October;
  - d) 31<sup>st</sup> January.
7. In order to provide audit trail, each Project Partner is obliged to have separate accounting system or an adequate accounting code for all transactions related to the Project implementation so as to allow the identification of each financial operation within the whole Project.
8. Every Project Partner has to give evidence of all documents required for the audit, control or evaluation, provide necessary information and give access to its business premises to the Programme Authorities, the FLCO, the European Commission, the European Anti-Fraud Office (OLAF) and the European Court of Auditors. Documents and any data regarding the Project shall



be filed for a minimum period of three years after the closure of the Programme, as defined in Art. 133(5), Reg. (EC) 718/2007. The MA must be informed of the location of the archive.

9. Every Project Partner is liable for any irregularities found in the implementation of its Project tasks as specified in the Project Application Form. In case an irregularity is found, the Project Partner is responsible to return a part or the entire Community contribution to the Programme through the Lead Partner.

10. Every Project Partner agrees on processing its personal data for monitoring, promotion and evaluation of the Project by the Lead Partner, by the Programme Authorities, by the FLCO, by the National Authority/Coordinator of its Country, by the European Commission and by the European Court of Auditors or by their agents.

11. Every Project Partner is liable towards other Project Partners and to third parties for any damages resulting from its Project's activities and consequences of damages, resulting from the tasks and obligations delegated to the third parties within the Project in accordance with Article 6 of this Agreement.

12. When it is necessary, the Project Partner may ask to the Lead Partner to request any relevant information to the Managing Authority for the correct implementation of its Project's section. In such a case, the Project Partner is obliged to support the request with reasonable motivations or evidences.

13. The reports, as any other official document submitted for the implementation of the operation, must be signed by the legal representative of the Project Partner or by the authorised person.

14. Every Project Partner is obliged to respect the State aid rules as stated on specific European Regulations and granted for the Project implementation, as well as the rules laid down on equal opportunities, sustainable development, and environmental protection principles.

#### **Article 6. Division of tasks among the Project Partners**

1. Activities shall be implemented by all Project Partners as specified in the Project Application Form.

#### **Article 7. Assignment to third party**

1. Any assignment to a sub-beneficiary shall be done in compliance with Article 10 of the General Conditions of the IPA Subsidy Contract.

2. As specified in the Call for Proposals, sub-granting of funding received by the Programme is allowed under the provisions set out in this Agreement and in the General Conditions to the IPA Subsidy Contract, that each Project Partner commits to apply.

3. In case of assignment to sub-beneficiaries or contractors, the Project Partner is the only responsible before the rest of the Project Partners and the Managing Authority for the compliance of activities carried out by the third parties. Rights and obligations resulting from this Agreement may not be transferred, neither in part nor in whole, to other third party.



4. Any procurement for outsourcing the implementation of the activities shall comply with Article 10 of the General Conditions of the IPA Subsidy Contract.

### **Article 8. Project Budget and Eligible Expenditure**

1. The budget share of each Project Partner, as well as the maximum amount of the Programme contribution to the Project Partner is fixed out in the Project budget, as section 5 of the Project Application Form.
2. Project Partners, if strictly necessary, can provide a different distribution of its Project budget envisaged in the total financing plan of the Project approved by the JMC. In such a case, the LP must promptly inform the MA on the changes proposed by indicating the new distribution of the Project costs and by justifying the new reallocation of the resources. The changes proposed must be approved by the MA or by the JMC following the rules set out in Article 17 of General Conditions of the IPA Subsidy Contract.
3. The financial variation cannot exceed the total amount of Programme contribution approved by the JMC, while, if the Project Partner/s expenditures progress is/are lower than the approved amount, the JMC may reduce the total Community contribution to the Project Partner/s with a new decision of grant on the Project.
4. The expenditures considered ineligible for the Programme are fully paid by the Project Partner, without any right to recover them to the other Project Partners.

### **Article 9. Pre-financing payment and reimbursement procedure**

1. In order to receive the pre-financing payment, the Lead Partner has to submit the appropriate request to the MA in compliance with Article 7 of the IPA Subsidy Contract and has to specify the share of the pre-financing payment for each Project Partner. The pre-financing payment received shall be transferred to each Project Partner according to the following rule: according to the partner's share of project IPA co-financing within 15 days.
2. The LP has to apply for any reimbursement request in compliance with Article 8 of the IPA Subsidy Contract and Article 16 of the General Conditions of the IPA Subsidy Contract.
3. Once the hard copies of the DVEs have been sent to the LP, the LB shall submit the AR, as soon as possible, to the MA.
4. Where the Managing Authority suspends the reimbursement proceeding by notifying to the Lead Partner that the AR cannot be approved or performed due to additional checks necessary to be carried out, the Project Partner involved in the additional checks shall immediately cooperate with the Lead Partner to carry out and solve what have been requested by the MA. The same goes when the MA refuses to authorise, or suspends payments or proceeds to recover amounts already paid. The payment of balance to the Project Partner involved in such cases will be authorised once the unforeseen difficulties have ceased.
5. The transfers to the Project Partners are made in Euro. The expenditures incurred in different currency shall be converted in Euro using the monthly accounting exchange rate of the European Commission in the month in which the expenditure was submitted by the Project Partner to the





controllers referred to in Article 108 of Reg. (EC) 718/2007. This exchange rate is published electronically by the European Commission each month at InforEuro (<http://ec.europa.eu/budget/inforeuro/index.cfm?language=en> ). The LP will not make any deduction, retention or further specific charge from the amounts that must be transferred to the Project Partners' bank accounts.

6. The Lead Partner will transfer the Community contribution to each Project Partner in compliance with the rule set above under Article 4.4.b). Any delay implies interests in accordance with the following provisions:

- a) the interest rate shall be the rate applied by the European Central Bank to its principal refinancing operations, as published in the "C" series of the Official Journal of the European Union, in force on the first calendar day of the month in which the deadline falls, increased by three and a half percentage points;
- b) the interest shall be payable for the period elapsing from the calendar day following the time limit expiration for payment up to the day of payment.

#### **Article 10. Termination clause**

1. In case of termination of the IPA Subsidy Contract in accordance with Article 12 of the General Conditions of the IPA Subsidy Contract, this Agreement will be immediately terminate.
2. Where the agreement termination procedure is started up, the LP may suspend any bank transfer to the Project Partner/ies involved as a precautionary action.

#### **Article 11. Recovery of the paid amounts**

1. Where a recovery procedure is in progress, or if any Project Partner is charged with crime, or attempts of crime against the European Community, or if any irregularity arises from the control procedures, the Project Partner involved shall return to the Lead Partner the amount of the grant received, by the last day of the fourth month following the receipt of the MA recovery order.
2. Any extra payment unduly received by the Project Partner as a result of an error, shall be repaid to the LP within 20 days from the receipt of the LP's letter inviting to a repayment.
3. Procedural charges shall be borne entirely by the Project Partner involved, as well as any bank charges resulted for the returning of the undue amounts.
4. The Lead Partner may claim to the competent Court or can make a financial off-setting to recover the undue amount from the Project Partner, following the rule provided in Article 18, paragraph 7, of the General Conditions of the IPA Subsidy Contract.

#### **Article 12. Liability**

1. Any Project Partner cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of others Project's Partners while the action or omission is performed or is a consequence of the Project. Any Project Partner cannot therefore accept any claim for compensation or increases of payment related to such a damage or injury.



2. The Project Partner shall assume sole liability towards its third parties, including liability for damage or injury arising from their actions or omissions. The Project Partner shall discharge the others Project Partners from any claim for damages as a result of its third party conduct.

3. Any breach of this Agreement or of the General Conditions of the IPA Subsidy Contract causing the termination of the IPA Subsidy Contract or the reduction of the Community contribution to the Project, will entitle the other Project Partners to claim for damage against the Project Partner in charge.

### **Article 13. Retention and confidentiality of documents**

1. Without any prejudice to the purpose of Art. 134, Reg. (EC) 718/2007, each Project Partner undertakes to preserve the confidentiality of any document, information or other material communicated to them until at least for a period of 3 years following the closure of a IPA Adriatic CBC Programme.

2. Where apply, any document, information or other material related to any State aid regime following the Programme contribution granted by the Programme, shall be recorded for 10 years from the date on which the Programme contributions have been granted.

3. Without prejudice to any industrial and intellectual property rights, each Project Partner grants the other Project Partners and anyone in charge of controls, audits and verifications, the right to use any document or information, in whatever form it has been provided about the Project Partner's qualifications or its Project's activities within the terms laid down in the IPA Subsidy Contract.

### **Article 14. Conflict of interests and double financing**

1. Each Project Partner undertakes to take all necessary precautions to avoid conflicts of interests or double financing of Project's activities from the Programme contribution and through any other EU funding and shall inform its Project Partners and, through the LP, the Managing Authority accordingly.

2. Article 5 of the General Conditions of the IPA Subsidy Contract shall apply.

### **Article 15. Project visibility**

1. Each Project Partner must publicize that the European Union has co-financed its activities in the Project, in compliance with the rules set out in Article 7 of the General Conditions of the IPA Subsidy Contract.

### **Article 16. Ownership/Use of results and equipment**

1. The rules set out under Article 8 of the General Conditions of the IPA Subsidy Contract shall apply with regard to the ownership title and the intellectual and industrial property rights, the Project's results, reports and other documents relating to it, as well as the permission to use the Project's results and equipment.

### **Article 17. Application of the General Conditions of the IPA Subsidy Contract**





1. Each Project Partner accepts to apply this Agreement in compliance with the provisions set out in the General Conditions of the IPA Subsidy Contract and declares to be aware and to act in conformity with its obligations.

#### **Article 18. Interpretation clause**

1. Any following agreement replacing or giving a different or contrary interpretation of any provision of this Agreement, shall be considered as amending, supplementing or replacing the specific provision, while the rest of the Agreement provisions shall still bind the Project Partners.
2. Any reference to the Council or to the Commission Regulations relates to the valid version in force of these regulations. Any modification of these regulations shall directly apply to this Agreement through regulation amendments.
3. Headings in this Agreement have no legal meaning and do not affect its interpretation.
4. Any general reference to days in this Agreement is meant as calendar days.
5. The contracting language is English and in case of conflict of language interpretation, the English prevails on the national languages of the Project Partners.
6. Where there is conflict between the European Union rule and the national rule, the EU rule shall prevail.

#### **Article 19. Amendments**

1. This Agreement can be modified only during its execution period. If an amendment is requested by any Project Partner, the request shall be communicated, through the LP, to the Managing Authority 1 month before the date on which the amendment should enter into force, unless it is urgent and not predictable.
2. The *addendum* to this Agreement cannot be contrary to the Programme Joint Monitoring Committee's granting decision and to the enforced rules.
3. Should any provision in this Agreement be entirely or partly ineffective, the Project Partners will replace ineffective provision by an effective provision which matches as close as possible to the purpose of the ineffective provision.
4. Any *addendum* needs to be accepted and duly signed by each Project Partner. The modification will enter into force on the date of the last signature.

#### **Article 20. Partnership composition changes**

1. Special modifications to this Agreement are the changes regarding the partnership composition that are authorised under the conditions set out by the Programme's JMC.
2. In case of legal succession (for instance, when the Project Partner changes its legal status or the name or it has been absorbed by another), the Project Partner is obliged to transfer all the obligations under this Agreement to the legal successor.

#### **Article 21. Applicable law and dispute settlement**



1. This Agreement shall be governed by the European Community regulations and supplemented as appropriate by the national laws of the Country where the Project Partners are registered.

2. Without any prejudice to the provisions ruled under Article 13 of the General Conditions of the IPA Subsidy Contract, any dispute arising from this Agreement among the Project Partners will be settled under the jurisdictional competence of the Court where the obligation has to be performed, or alternatively, where the creditor has its registered office.

#### **Article 22. Notices**

1. Any relevant correspondence in paper or electronic version concerning the Project between the Project Partners must be written at least in English and notified to the person of contact at the address specified in the Project Application Form.

#### **Article 23. Expiration Term**

1. The expiration term of this Agreement complies with the Project implementing period. Notwithstanding, several obligations of this Agreement will still have effect among the Project Partners after this term as regards the archiving of documents, the duties of confidentiality, data treatment and the control and audit activities carried out by the competent bodies.

#### **Article 24. Personal data treatment**

1. According with Article 62 (2) of IPA Implementing Regulation, each Project Partner shall process and use personal data of persons involved in the Project, in compliance with the requirements of Regulation (EC) No. 45/2001. Personal data shall only be processed for the purposes of this Agreement and of the IPA Subsidy Contract. They will be stored at the Project Partner's premises in paper and/or in electronic version.

#### **Article 25. Fees and expenses**

1. Any registration or notary charges and expenditure regarding to this Agreement is shared among all of the Project Partners or shall be incurred only by who requires the registration.

#### **Article 26. Number of originals**

1. This Agreement consists of 29 pages, including the following page/s and is drawn up in one original for each Project Partner, plus one original copy, duly signed by all Project Partners, that shall be attached to the IPA Subsidy Contract.

#### **Article 27. Entry into force**

1. This Agreement shall enter into force on the date of the last signature.

#### **Article 28. Annexes**

The documents here annexed form an integral part of this Agreement.

**Annex I:** Project Partners' bank accounts.

**Annex II:** Project Application Form



Place: \_\_\_\_\_, date: \_\_\_\_\_

LP signature and stamp: \_\_\_\_\_



Place: \_\_\_\_\_, date: \_\_\_\_\_

PP1 signature and stamp: \_\_\_\_\_



Place: \_\_\_\_\_, date: \_\_\_\_\_

PP2 signature and stamp: \_\_\_\_\_



Place: \_\_\_\_\_, date: \_\_\_\_\_

PP3 signature and stamp: \_\_\_\_\_



Place: \_\_\_\_\_, date: \_\_\_\_\_

PP4 signature and stamp: \_\_\_\_\_



Place: \_\_\_\_\_, date: \_\_\_\_\_

PP5 signature and stamp: \_\_\_\_\_





Place: \_\_\_\_\_, date: \_\_\_\_\_

PP6 signature and stamp: \_\_\_\_\_



Place: \_\_\_\_\_, date: \_\_\_\_\_

PP7 signature and stamp: \_\_\_\_\_



Place: \_\_\_\_\_, date: \_\_\_\_\_

PP8 signature and stamp: \_\_\_\_\_



Place: \_\_\_\_\_, date: \_\_\_\_\_

PP9 signature and stamp: \_\_\_\_\_



Place: \_\_\_\_\_, date: \_\_\_\_\_

PP10 signature and stamp: \_\_\_\_\_



Place: \_\_\_\_\_, date: \_\_\_\_\_

PP11 signature and stamp: \_\_\_\_\_



Place: \_\_\_\_\_, date: \_\_\_\_\_

PP12 signature and stamp: \_\_\_\_\_



Place: \_\_\_\_\_, date: \_\_\_\_\_

PP13 signature and stamp: \_\_\_\_\_





Place: \_\_\_\_\_, date: \_\_\_\_\_

PP14 signature and stamp: \_\_\_\_\_



Place: \_\_\_\_\_, date: \_\_\_\_\_

PP15 signature and stamp: \_\_\_\_\_



N. proposta: PDEL-2013-95 del 10/12/2013

**Centro di Responsabilità: Struttura Oceanografica Daphne**

**OGGETTO: Struttura Oceanografica Daphne. Presa d'atto dell'approvazione del Progetto IPA Adriatic CBC denominato "Derelict Fishing Gear Management System in the Adriatic Region" (Acronimo DefishGear).**

**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 13/12/2013

Il Dirigente

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