

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

\* \* \*

**Atti amministrativi**

Deliberazione del Direttore Generale	n. DEL-2015-77 del 20/10/2015
Oggetto	Servizio Idro-Meteo-Clima. Adesione al Progetto LIFE14 CCA/IT/001280 "Preventing flooding RIsk by Making resilient communitiES" (LIFE Primes) - Sottoscrizione di accordo di partenariato e approvvigionamento di servizi di interesse comune con l'Agenzia di Protezione Civile della Regione Emilia-Romagna e gli altri partner di progetto.
Proposta	n. PDEL-2015-71 del 29/09/2015
Struttura proponente	Servizio Idro-Meteo-Clima
Dirigente proponente	Cacciamani Carlo
Responsabile del procedimento	Cacciamani Carlo

Questo giorno 20 (venti) ottobre 2015 (duemilaquindici), presso la sede di Via Po n. 5, in Bologna, il sostituto del Direttore Generale, Dott. Franco Zinoni, delibera quanto segue.

**Oggetto: Servizio Idro-Meteo-Clima. Adesione al Progetto LIFE14 CCA/IT/001280 “Preventing flooding Risk by Making resilient communities” (LIFE Primes) - Sottoscrizione di accordo di partenariato e approvvigionamento di servizi di interesse comune con l’Agenzia di Protezione Civile della Regione Emilia-Romagna e gli altri partner di progetto.**

PREMESSO:

- che con Decisione del Parlamento Europeo e del Consiglio n. 1386/2013/UE del 20 novembre 2013, è stato istituito il Programma generale di azione dell'Unione in materia di Ambiente fino al 2020 “Vivere bene entro i limiti del nostro pianeta” (Settimo programma d'azione per l'ambiente);

VISTO:

- il Regolamento UE n. 1293/2013 del Parlamento Europeo e del Consiglio, adottato in data 11 dicembre 2013, sull’istituzione del Programma per l'Ambiente e l'Azione per il Clima (LIFE) e abrogativo del Regolamento (CE) n. 614/2004 istitutivo del precedente Programma LIFE+;

RILEVATO:

- che il Programma per l'Ambiente e l'Azione per il Clima (“Programma LIFE”) sul solco dei precedenti programmi LIFE svolge un ruolo essenziale nel garantire una maggiore solidarietà e una migliore condivisione delle responsabilità al fine della preservazione del bene comune ambientale e climatico nell'Unione, e dispone che alcune problematiche ambientali e climatiche siano affrontate a livello regionale o locale;
- che il Regolamento n. 1293/2013, quadro di riferimento della dotazione finanziaria per l'attuazione del “Programma LIFE” per il periodo 2014-2020, fornisce sostegno a misure e progetti che contribuiscano al miglioramento sostanziale dello stato dell'ambiente e alla riduzione degli effetti negativi del cambiamento climatico, promuovendo e divulgando le soluzioni migliori e le buone pratiche;
- che il “Programma LIFE” è articolato in due sottoprogrammi: il sottoprogramma “Ambiente”, che sostiene azioni in campo ambientale, e il nuovo sottoprogramma “Azione per il Clima”;
- che il sottoprogramma “Azione per il Clima” finanzia iniziative afferenti a tre settori: mitigazione dei cambiamenti climatici, adattamento ai cambiamenti climatici e Governance e informazione in materia di clima;
- che l’accesso alle opportunità finanziarie previste dal Programma Life avviene tramite procedura selettiva con presentazione di proposte progettuali a seguito di emanazione di

specifici bandi;

- che la partecipazione a progetti può avvenire sotto forma di beneficiario incaricato del coordinamento, beneficiario associato, cofinanziatore e subfornitore;

DATO ATTO:

- che, nel corso del 2014, è stato pubblicato il bando “LIFE2014 - ACTION GRANTS Climate Action” per la selezione di progetti afferenti al sottoprogramma “Azione per il Clima”;
- che, nell’ambito del suddetto bando, Arpa Emilia-Romagna ha partecipato alla stesura della proposta progettuale “LIFE PRIMES” - acronimo di “Preventing flooding RIsk by Making resilient communitiES”, in qualità di beneficiario associato;
- che la citata proposta è stata presentata dall’Agenzia di Protezione civile della Regione Emilia-Romagna, quale beneficiario coordinatore, entro i termini previsti dal bando nell’apposita piattaforma web;
- che gli obiettivi principali del progetto “LIFE PRIMES” sono:
  - ridurre gli effetti negativi sostenuti dalle comunità locali a causa di eccezionali avversità atmosferiche connesse ai cambiamenti climatici, ed in particolare relativamente al rischio alluvioni, sviluppando e attuando approcci integrati, strategie di prevenzione e piani d’azione che coinvolgano le cittadinanze;
  - fornire gli strumenti e operare per la creazione di comunità resilienti, tramite la realizzazione di attività finalizzate alla diffusione delle conoscenze tra i cittadini, anche con l’utilizzo di tecnologie web friendly, in specifiche aree pilota;
- che la partecipazione di Arpa - Servizio Idro-Meteo-Clima al progetto è motivata dal fatto che questa struttura, in base alla Deliberazione della Giunta n. 1427 del 2005, svolge per conto della Regione Emilia-Romagna le attività di Centro Funzionale Regionale all’interno del Sistema nazionale di protezione civile;

VISTA:

- la nota EASME/AS/sz(2015) 2778217 del 13 luglio 2015 con la quale la Commissione Europea - Direzione Generale Ambiente rappresentata dall’Agenzia Operativa per piccole e medie imprese (Executive Agency for Small and Medium-sized Enterprises - EASME) ha comunicato all’Agenzia di Protezione civile della Regione Emilia-Romagna - in quanto Beneficiario coordinatore - l’ammissione al finanziamento del progetto LIFE14 CCA/IT/001280 PRIMES - “Preventing Flooding Risks by Making resilient communitiES”;

VERIFICATO:

- che, con l'approvazione, sono state definite non solo le azioni progettuali ma anche il relativo quadro finanziario di progetto, comprensivo della quota di finanziamento dell'Unione Europea e delle quote previste a carico di ciascun partecipante;

DATO ATTO inoltre:

- che in data 16/07/2015 è stato sottoscritto tra la Commissione Europea (EASME) e l'Agenzia regionale di protezione civile (ArPCiv-ER), in qualità di beneficiario coordinatore, il Grant Agreement LIFE14 CCA/IT/001280 la cui copia è conservata agli atti di questa Agenzia;
- che il progetto LIFE14 CCA/IT/001280 PRIMES vede coinvolti, oltre ad Arpa Emilia-Romagna, i seguenti Beneficiari Associati:
  - Regione Emilia-Romagna – Direzione Generale Ambiente e Difesa del Suolo e della Costa;
  - Regione Abruzzo – Servizio di Protezione Civile;
  - Regione Marche – Servizio di Protezione Civile;
  - Università Politecnica delle Marche (UNIVPM);
- che, come stabilito nel Regolamento UE n. 1293/2013 e nelle Condizioni Generali (vedi all. A - art. II.1.1.c) per la realizzazione dei progetti LIFE, i partner di progetto dovranno sottoscrivere un Accordo di partenariato, il cui schema è allegato 1) al presente atto quale parte integrante e sostanziale, al fine di garantire lo svolgimento delle attività finanziate;

CONSIDERATO:

- che il progetto ha durata pari a 34 mesi, dal 1/10/2015 al 31/07/2018;
- che il contributo finanziario dell'Unione Europea è fissato al 45,88% del costo totale del progetto (Euro 2.366.767,00) fino a un massimo di 1.085.761,00 Euro;
- che, nello svolgimento delle attività progettuali, ciascun partner può fare ricorso a fornitori esterni;
- che l'aggiudicazione di eventuali contratti di fornitura deve avvenire nel rispetto di quanto previsto all'art. II-9 delle Condizioni Generali allegate all'Accordo di sovvenzione e in conformità alle norme nazionali e alle direttive comunitarie in materia di appalti pubblici, garantendo il rispetto dei principi di trasparenza e di pari trattamento dei potenziali fornitori ed evitando ogni conflitto d'interesse;
- che tutti i partner di progetto hanno condiviso l'esigenza di appaltare esternamente i servizi a beneficio comune di seguito elencati
  - a) Supporto al "project management" (tecnico e finanziario/amministrativo) nell'ambito dell'azione F1;

- b) Supporto nella predisposizione del Communication and Visibility Plan design con elaborazione dell'identità grafica di progetto e ideazione e realizzazione dei LIFE PRIMES VIDEOS (4 video) nell'ambito dell'azione E1;
- c) Omogeneizzazione e integrazione dei sistemi di monitoraggio e dei sistemi di Early Warning nell'ambito dell'azione C1 secondo le indicazioni dei partner di progetto;
- d) Implementazione del TOOL-KIT di PRIMES con riferimento all'azione C2;
- e) Supporto alla costruzione del dialogo con le comunità dei cittadini e suo sviluppo attraverso la creazione di Piani Locali per le azioni civiche e all'organizzazione di workshop locali con riferimento all'azione C3;

e pertanto hanno concordato sull'opportunità di espletare una procedura di acquisto in forma congiunta al fine di ottenere dal mercato le migliori condizioni possibili in termini di efficienza ed economicità dei servizi, garantendo non solo un ottimale utilizzo dei fondi assegnati al progetto ma anche lo svolgimento omogeneo delle attività;

- che il valore complessivo dell'appalto per l'affidamento dei suddetti servizi è stimato in Euro 273.360,65 (IVA esclusa);
- che, per procedere in forma congiunta tutti i partner hanno deciso di individuare ARPA ER quale stazione appaltante per l'aggiudicazione dei servizi finalizzati allo svolgimento di attività comuni per realizzazione del progetto LIFE14 CCA/IT/001280 PRIMES e, contestualmente alla sottoscrizione dell'Accordo di partenariato (art. 7 Disposizioni per l'acquisizione di servizi e forniture necessarie per l'attuazione del progetto) di conferirle mandato ad agire in nome e per conto delle amministrazioni beneficiarie del progetto per l'individuazione del fornitore, così come descritto in allegato 2 al citato accordo di partenariato;
- che, successivamente all'aggiudicazione della fornitura, ciascun partner gestirà l'emissione di ordini, la ricezione delle relative fatture e il pagamento delle stesse per le attività di propria competenza;

CONSIDERATO infine:

- che le attività previste dal progetto LIFE14 CCA/IT/001280 PRIMES, per la loro specificità, risultano di competenza del Servizio Idro-Meteo-Clima;
- che, in particolare, il budget complessivo assegnato ad Arpa Emilia-Romagna per la realizzazione del Progetto è pari ad Euro 364.061,00 ed è articolato come segue:

Personale	218.104,00
Trasferte	13.140,00
Servizi esterni	70.000,00
Consumabili	15.000,00

Altri costi	24.000,00
Costi amministrativi	23.817,00
<b>Totale</b>	<b>364.061,00</b>

- che il contributo che Arpa riceverà dall'Unione Europea, tramite il beneficiario coordinatore, per la realizzazione del progetto sarà pari a Euro 141.594,00;
- che i restanti Euro 222.467,00 rappresentano la quota di cofinanziamento di Arpa, come previsto dalle Condizioni generali del Programma Life (art. II.1.1. g "Obblighi e ruolo dei beneficiari", art. II.19.2 a "Costi ammissibili");
- che i costi operativi esterni previsti a carico di Arpa Emilia-Romagna per la realizzazione del progetto sono interamente coperti dal relativo finanziamento;
- che, considerata la tipologia delle attività previste dal Progetto di cui trattasi, si dà incarico sin d'ora al Dott. Carlo Cacciamani, Direttore di Arpa-SIMC, di seguire in prima persona ogni fase di realizzazione delle attività;

**RITENUTO:**

- di prendere atto dell'ammissione a finanziamento del Progetto LIFE14 CCA/IT/001280 PRIMES, di cui Arpa Emilia-Romagna è beneficiario associato;
- che il Servizio Idro-Meteo-Clima possa fornire competenze e risorse nell'ambito di tale progetto, che risulta di estremo interesse per l'Agenzia;
- opportuna la partecipazione di Arpa al Progetto LIFE14 CCA/IT/001280 PRIMES garantendo il cofinanziamento di Euro 222.467,00, quota di costi non sostenuta dal finanziamento comunitario;
- di delegare il Direttore del Servizio Idro-Meteo-Clima ad agire in nome e per conto di Arpa Emilia-Romagna, nell'ambito del Progetto LIFE14 CCA/IT/001280 "Preventing flooding RiSk by Making resilient communitiES", nei confronti del beneficiario coordinatore e di tutti i partner del progetto, ed in particolare a sottoscrivere apposito accordo - allegato 1 al presente atto quale parte integrante e sostanziale - finalizzato a disciplinare la collaborazione tra i beneficiari nell'ambito del Progetto;
- di dare atto che con la sottoscrizione del suddetto accordo è conferito ad ARPA-ER mandato ad agire quale stazione appaltante per lo svolgimento di una gara sopra soglia comunitaria per l'affidamento di servizi condivisi e a beneficio di tutti i partner per un importo a base d'asta pari a euro 273.360,65 IVA esclusa;
- di demandare al Direttore del Servizio Idro-Meteo-Clima l'adozione di ogni atto che si renda necessario per garantire lo svolgimento delle attività progettuali e l'affidamento a terzi dei servizi, secondo quanto previsto dal Regolamento Arpa per il decentramento

amministrativo, nel rispetto dell'accordo fra i Partner, del budget assegnato e con il supporto dell'Area Acquisizione beni e servizi per quanto riguarda lo svolgimento della gara sopra soglia comunitaria di cui al punto precedente;

- di delegare al Dott. Carlo Cacciamani, Direttore del Servizio Idro-Meteo-Clima, la responsabilità del Progetto "Preventing flooding RIsk by Making resilient communitiES";

DATO ATTO:

- che il budget assegnato ad Arpa Emilia-Romagna per la realizzazione del Progetto nella misura di Euro 364.061,00 è gestito dal Servizio Idro-Meteo-Clima;
- che il Servizio Idro-Meteo-Clima potrà, inoltre, nell'arco della durata del progetto coinvolgere nella realizzazione delle attività altre strutture di Arpa, previo accordo con i relativi Direttori;

SU PROPOSTA:

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

ACQUISITO:

- il parere favorevole espresso, ai sensi dell'art. 9 della L.R. n. 44/1995, dal Direttore Amministrativo Dott.ssa Massimiliana Razzaboni;

DATO ATTO:

- del parere di regolarità contabile espresso dal Responsabile dell'Area Contabilità e Controllo Economico, Dott. Giuseppe Bacchi Reggiani, ai sensi del Regolamento Arpa per il Decentramento amministrativo;
- che il responsabile del procedimento ai sensi della L. 241/1990 è il Dott. Carlo Cacciamani;

#### DELIBERA

1. di prendere atto dell'approvazione da parte della Commissione Europea del Progetto LIFE14 CCA/IT/001280 PRIMES "Preventing flooding RIsk by Making resilient communitiES", ammesso a cofinanziamento ai sensi del Programma comunitario LIFE Sottoprogramma Azione per il Clima;
2. di dare atto che Arpa Emilia-Romagna riveste il ruolo di beneficiario associato nell'ambito del progetto PRIMES, di cui è Beneficiario incaricato del coordinamento l'Agenzia di Protezione Civile della Regione Emilia-Romagna;

3. di dare atto che il Progetto di cui trattasi ha durata di mesi 34 a partire dal 1/10/2015 e pertanto si concluderà il 31/07/2018;
4. di dare atto che il costo complessivo stimato per la realizzazione delle attività di Arpa previste nel progetto LIFE14 CCA/IT/001280 PRIMES è pari ad Euro 364.061,00 coperto fino all'importo massimo di Euro 141.594,00 dal contributo della Commissione Europea e per il rimanente attraverso finanziamento proprio;
5. di dare atto che per Arpa Emilia-Romagna il soggetto competente all'attuazione e alla gestione del Progetto LIFE14 CCA/IT/001280 PRIMES "Preventing flooding Risk by Making resilient communitiES" è il Servizio Idro-Meteo-Clima, assegnando a questo nodo il budget complessivo di competenza di Arpa ER (Euro 364.061,00);
6. di delegare il Direttore del Servizio Idro-Meteo-Clima ad agire in nome e per conto di Arpa Emilia-Romagna, nell'ambito del Progetto LIFE14 CCA/IT/001280 "Preventing flooding Risk by Making resilient communitiES", nei confronti del beneficiario coordinatore e di tutti i partner del progetto, ed in particolare a sottoscrivere apposito accordo, secondo lo schema in allegato 1) al presente atto quale parte integrante e sostanziale, finalizzato a disciplinare la collaborazione tra i beneficiari nell'ambito del Progetto;
7. di dare atto che, con la sottoscrizione del suddetto accordo, è conferito ad ARPA-ER mandato ad agire quale stazione appaltante per lo svolgimento di una gara sopra soglia comunitaria per l'affidamento di servizi condivisi e a beneficio di tutti i partner di progetto per un importo a base d'asta pari a euro 273.360,65 IVA esclusa;
8. di demandare al Direttore del Servizio Idro-Meteo-Clima l'adozione di ogni atto che si renda necessario per garantire lo svolgimento delle attività progettuali, in particolare per l'affidamento a terzi dei servizi comuni a tutti i partner di progetto, secondo quanto previsto dal Regolamento Arpa per il decentramento amministrativo, nel rispetto dell'accordo di partenariato e del budget assegnato, e con il supporto dell'Area Acquisizione beni e servizi per quanto riguarda lo svolgimento della gara sopra soglia comunitaria di cui al punto precedente;
9. di delegare al Dott. Carlo Cacciamani, Direttore del Servizio Idro-Meteo-Clima, la responsabilità del Progetto LIFE14 CCA/IT/001280 PRIMES "Preventing flooding Risk by Making resilient communitiES";
10. di individuare nei seguenti collaboratori le competenze e le professionalità necessarie alla partecipazione di Arpa - Servizio Idro-Meteo-Clima al progetto:  
Carlo Cacciamani, con funzione di coordinamento generale della partecipazione di



Sandro Nanni, Arpa al progetto;  
con funzione di coordinamento tecnico della partecipazione di  
Arpa al progetto;

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

Rosanna Foraci e  
Michele Di Lorenzo, esperti in gestione delle procedure operative di allertamento;  
Lucio Botarelli, esperto in valutazione degli scenari climatici e delle misure di  
adattamento;

Rodica Tomozeiu, tecnico esperto in valutazione di scenari climatici a scala locale;  
Valentina Pavan, tecnico esperto in valutazione di previsioni a scala stagionale;

Andrea Selvini e  
Federico Grazzini, tecnici esperti in previsioni meteo e supporto al sistema di  
allertamento;

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

Lucia Pirro collaboratore amministrativo per la rendicontazione dei costi del  
progetto.

PARERE FAVOREVOLE

IL DIRETTORE AMMINISTRATIVO

(F.to Dott.ssa Massimiliana Razzaboni)

IL SOSTITUTO DEL DIRETTORE GENERALE

AI SENSI DELLA D.G.R. N. 342 DEL 31/03/2015

(F.to Dott. Franco Zinoni)



**EUROPEAN COMMISSION**

Executive Agency for Small and Medium-sized Enterprises/Directorate General Environment

**Unit B3 LIFE and CIP Eco-Innovation**

**EUROPEAN COMMISSION**

DIRECTORATE-GENERAL

ENVIRONMENT

Directorate E – Global & Regional Challenges, LIFE

**ENV.E.3 – LIFE Nature/ENV.E.4 – LIFE Environment**

- **The footnotes, with the exception of footnotes 1, 7, and 8, are internal instructions only and must be read and deleted before agreements are concluded.**



**GRANT AGREEMENT<sup>1</sup>**

**PROJECT NUMBER – [...]**

**[PROJECT TITLE]**

The **European Union** (hereinafter referred to as "the Union"), represented by the Executive Agency/Commission for Small and Medium-sized Enterprises (hereinafter referred to as "the Agency/Commission", also referred to as "Contracting Authority") [*and acting under the powers delegated by the European Commission (hereinafter referred to as 'the European Commission')*], represented for the purposes of signature of this Agreement by [*Mrs. Beatriz Yordi Aguirre, Head of Unit*][*Mr. Angelo Salsi/Mr. Hervé Martin, Head of Unit-* ], ,

on the one part,

**and**

1. **[full official name] [ACRONYM]**

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<sup>1</sup> Within the framework of the Regulation (EC) No 1293/2013 of the European Parliament and of the Council of 11 December 2013 on the establishment of a Programme for the Environment and Climate Action (LIFE) and repealing Regulation (EC) No 614/2007, OJ L 347 of 20/12/2013, p.185 (hereinafter "the LIFE Regulation") and the Commission Implementing Decision of 19 March 2014 on the adoption of the LIFE multiannual work programme for 2014-17, OJ L116 of 17/04/2014, p. 1.

Project number: [complete]

[official legal status or form]<sup>2</sup>

[official registration No]<sup>3</sup>

[official address in full]

[VAT number],

hereinafter referred to as “the coordinating beneficiary”, represented for the purposes of signature of this Agreement by [function, forename and surname]

and the following other associated beneficiaries:

2. [full official name]- established in [country]]

3. [full official name]- established in [country]]

[idem for each further associated beneficiary]

duly represented by the coordinating beneficiary or by virtue of the mandate[s] included in Annex II form[s] A4 for the signature of this Agreement,

hereinafter referred to collectively as “the beneficiaries”, and individually as “beneficiary” for the purposes of this Agreement where a provision applies without distinction between the coordinating or associated beneficiary[ies],

on the other part,

#### HAVE AGREED

to the Special Conditions (hereinafter referred to as “the Special Conditions”) and the following Annexes:

Annex I General Conditions (hereinafter referred to as “the General Conditions”)

Annex II Description of the project

Annex III Estimated budget of the project: Annex II, *[Option for pilot, demonstration, best practice and information, awareness, and dissemination projects: Forms R1, R2, and all] F-Forms*

Annex IV *[Mandate[s] provided to the coordinating beneficiary by the other beneficiary[ies]: Annex II, Form[s] A4] [Mandates provided to the coordinating beneficiary by the other beneficiaries: not applicable]*

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<sup>2</sup> To be deleted or filled in according to the "Legal Entity" form submitted along with the proposal.

<sup>3</sup> To be deleted or filled in according to the "Legal Entity" form submitted along with the proposal.

Project number: [complete]

- Annex V Model technical report: The applicable model technical reports are to be found on the website <http://ec.europa.eu/environment/life/toolkit/pmtools/index.htm>
- Annex VI Model financial statement: The applicable model financial reports are to be found on the website <http://ec.europa.eu/environment/life/toolkit/pmtools/index.htm>
- Annex VII *[Model terms of reference for the certificate on the financial statements] to be found on the website <http://ec.europa.eu/environment/life/toolkit/pmtools/index.htm>*
- Annex VIII Model terms of reference for the operational verification report: not applicable
- Annex IX Model terms of reference for the certificate on the compliance of the cost accounting practices: not applicable
- Annex X Financial and Administrative guidelines <http://ec.europa.eu/environment/life/toolkit/pmtools/index.htm>
- Annex XI Guidelines for applicants <http://ec.europa.eu/environment/life/toolkit/pmtools/index.htm>

which form an integral part of this Agreement, hereinafter referred to as "the Agreement".

The terms set out in the Special Conditions shall take precedence over those set out in the Annexes.

The terms of Annex I "General Conditions" shall take precedence over the other Annexes.

## SPECIAL CONDITIONS

### ARTICLE I.1 – SUBJECT MATTER OF THE AGREEMENT

The Agency/Commission has decided to award a grant, under the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Agreement, for the project entitled **[insert title of the project in bold]** ("the project") as described in Annex II.

With the signature of the Agreement, the beneficiaries accept the grant and agree to implement the project, acting on their own responsibility.

### ARTICLE I.2 – ENTRY INTO FORCE OF THE AGREEMENT AND DURATION OF THE PROJECT

**I.2.1** The Agreement shall enter into force on the date on which the last party signs.

**I.2.2** The project shall run for **[insert number in bold] months** as of **[insert date]**<sup>4</sup> ("the starting date").

### ARTICLE I.3 - MAXIMUM AMOUNT AND FORM OF THE GRANT

The grant, also referred to as the Union contribution, shall be of a **maximum amount of EUR [...]** and shall take the form of:

(a) **The reimbursement of [...]% of the eligible costs of the project ("reimbursement of eligible costs"), which are estimated at EUR [...]** and which are:

- (i) **actually incurred ("reimbursement of actual costs") for the following categories of costs for each of the beneficiaries: direct personnel costs; travel and subsistence costs; costs for subcontracting (also referred to as "external assistance costs"); cost of durable goods: (depreciation) costs of infrastructure and equipment, prototype costs; costs for land purchase/long-term lease of land/one-off compensations for land use rights; costs of consumables; other costs;**
- (ii) *reimbursement of unit costs: not applicable*
- (iii) *reimbursement of lump sum costs: not applicable*
- (iv) **declared on the basis of a flat-rate: overheads as specified in Annex III as a fixed percentage of the eligible direct costs excluding costs of land purchase/long-term lease of land/one-off compensations for land use rights.**
- (v) *reimbursement of costs declared on the basis of the beneficiary's usual cost accounting practices: not applicable*

(b) *unit contribution: not applicable*

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<sup>4</sup> Such date shall be later than the date of entry into force of the agreement unless authorised otherwise by the authorising officer, if the applicant can demonstrate the need to start the action before the entry into force of the grant agreement. In any case the indicated date should not be earlier than the date of the submission of the grant application (Article 130 FR post revision).

(c) *lump sum contribution: not applicable*

(d) *flat-rate contribution: not applicable*

## **ARTICLE I.4 – ADDITIONAL PROVISIONS ON REPORTING, PAYMENTS AND PAYMENT ARRANGEMENTS**

### **I.4.1 Reporting periods, payments**

In addition to the provisions set out in Articles II.23 and II.24, the following payment arrangements shall apply:

***[Option 1: For projects with a duration of 24 months or less and where the Union contribution is less than or equal to EUR 300 000]***

#### ***Pre-financing payment***

- *Upon entry into force of the Agreement, a pre-financing payment of EUR [...] equivalent to 70% of the Union contribution specified in Article I.3 shall be paid to the coordinating beneficiary [subject to the receipt of a guarantee of EUR [the amount equal to the pre-financing to be paid]];*

***[Option 2: For projects with a duration exceeding 24 months or where the Union contribution exceeds EUR 300 000]***

#### ***First pre-financing payment***

- *Upon entry into force of the Agreement, a pre-financing payment of EUR [...] equivalent to 30% of the Union contribution specified in Article I.3 shall be paid to the coordinating beneficiary [subject to the receipt of a guarantee of EUR [the amount equal to the pre-financing to be paid]];*

#### ***Further pre-financing payment***

- *A second pre-financing payment of [EUR [...]] equivalent to 40% of the Union contribution specified in Article I.3 shall be paid to the coordinating beneficiary, subject to having used at least 100% of the previous pre-financing instalment paid [,to the receipt of a guarantee of [EUR [the amount equal to the pre-financing instalment to be paid]]];*

***[Option 3: Upon request of the coordinating beneficiary and only in case of projects with a duration exceeding 48 months and where the Union contribution exceeds EUR 4 000 000]***

#### ***First pre-financing***

- Upon entry into force of the Agreement, a pre-financing payment of EUR [...], i.e. 30% of the Union contribution specified in Article I.3 shall be paid to the coordinating beneficiary [subject to the receipt of a guarantee of EUR [the amount equal to the pre-financing to be paid]];

#### **Further pre-financing payments**

- A second pre-financing payment of [EUR [...]] equivalent to 20% of the Union contribution specified in Article I.3 shall be paid to the coordinating beneficiary, subject to having used at least 100% of the previous pre-financing instalment paid [and to the receipt of a guarantee of [EUR [the amount equal to the pre-financing instalment to be paid]]];

A third pre-financing payment of [EUR [...]] equivalent to 20% of the Union contribution specified in Article I.3 shall be paid to the coordinating beneficiary, subject to having used at least 100% of the previous pre-financing instalment paid [and to the receipt of a guarantee of EUR [the amount equal to the pre-financing instalment to be paid]].

#### **Payment of the balance**

- The balance shall be paid to the coordinating beneficiary subject [to the receipt of a certificate on the financial statements and underlying accounts (“certificate on the financial statements”) for the project in accordance with Article II.23.2(d).

**[Option in case the maximum contribution referred to in Article I.3(a) is greater than EUR 5 000 000:** In addition to the reporting requirements set out in Article II.23 the coordinating beneficiary shall inform the Agency/Commission by 30 November each year about the cumulative expenditure incurred by the beneficiaries from the starting date set out in Article I.2.2. This information is required for the Agency/Commission's accounting purposes and may not be used for determining the final Union contribution.

#### **I.4.2 Time limit for payments**

The time limit for the Agency/Commission to make the pre-financing payment[s] is 60 days and the payment of the balance is 90 days.

#### **I.4.3 Language of requests for payments, technical reports and financial statements**

All requests for payments, technical reports and financial statements shall be submitted in English, with the exception of the technical annexes and supporting documents, which may be provided in any official language of the European Union.

#### **ARTICLE I.5 – BANK ACCOUNT FOR PAYMENTS**

All payments shall be made to the coordinator's bank account as indicated below:

Name of bank: [...]

Address of branch: [...]

Project number: [complete]

Precise denomination of the account holder: [...]

Full account number (including bank codes): [...]

[IBAN code: [...]]<sup>5</sup>

## **ARTICLE I.6 - DATA CONTROLLER AND COMMUNICATION DETAILS OF THE PARTIES**

### **I.6.1 Data controller**

The entity acting as a data controller according to Article II.6 shall be: Unit B.3 LIFE and CIP Eco-Innovation, and for projects managed directly by the Commission, it will be Unit ENV.E.3 – LIFE Nature or Unit ENV.E.4 – LIFE Environment.

### **I.6.2 Communication details of the Agency/Commission**

Any communication addressed to the Agency shall bear the identification number and project title and *shall be sent to the following address:*

***Ordinary or registered mail by postal service:***

*European Commission*

*EASME*

*Unit B.3 LIFE and CIP Eco-Innovation*

*B-1049 Brussels*

***Express delivery service or hand-delivery against signature:***

*European Commission*

*EASME*

*Unit B.3 LIFE and CIP Eco-Innovation*

*Mail Service*

*Rue du Bourget 1*

*B-1140 Brussels*

***E-mails:***

*E-mail address: [insert functional mailbox]*

For projects managed directly by the Commission, any communication addressed to it shall bear the identification number and project title and *shall be sent to the following address:*

***Ordinary or registered mail by postal service:***

*European Commission*

*DG Environment*

*ENV.E.3 – LIFE Nature/ENV.E.4 – LIFE Environment*

*B-1049 Brussels*

***Express delivery service or hand-delivery against signature:***

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<sup>5</sup> BIC or SWIFT code applies to for countries where the IBAN code does not apply.



Project number: [complete]

*European Commission  
DG Environment  
Unit ENV.E.3 – LIFE Nature/ENV.E.4 – LIFE Environment  
Mail Service  
Rue du Bourget 1  
B-1140 Brussels*

***E-mails:***

*E-mail address: -mail address: [insert functional mailbox]*

### **I.6.3 Communication details of the coordinating beneficiary<sup>6</sup>**

Any communication from the Agency/Commission to the beneficiaries shall be sent to the following address:

[Full name]  
[Function]  
[Name of the entity]  
[Full official address]  
E-mail address: [complete]

#### **[ARTICLE I.7 - ENTITIES AFFILIATED TO THE BENEFICIARIES]**

*For the purpose of this Agreement, the following entities are considered as affiliated entities:*

- [name of the entity], affiliated to [name or acronym of the beneficiary];
- [name of the entity], affiliated to [name or acronym of the beneficiary];
- [idem for further affiliated entities]

#### **[ARTICLE I.8 - BENEFICIARIES WHICH ARE INTERNATIONAL ORGANISATIONS]**

##### **I.8.1 Dispute settlement - Arbitration**

- (a) *By way of derogation from Article II.18, any dispute between the Commission and [insert name of IO(s)] relating to the Agreement, which cannot be settled amicably shall be referred to an arbitration committee in accordance with the procedure specified in points (b) to (g).*
- (b) *When notifying the other party of its intention to resort to arbitration, the notifying party shall also inform the other party about its appointed arbitrator. The second party shall appoint its arbitrator within one month of receipt of that written notification. The two arbitrators shall, by joint agreement and within three months of the appointment of the second party's arbitrator, appoint a third arbitrator who shall be the chairman of the arbitration committee, unless both parties agreed to have a sole arbitrator.*
- (c) *Within one month of the appointment of the third arbitrator, the parties shall agree on the terms of reference of the arbitration committee, including the procedure to be followed.*
- (d) *The arbitration proceedings shall take place in Brussels.*
- (e) *The arbitration committee shall apply the terms of the Agreement. The arbitration committee shall set out in its arbitral award detailed grounds for its decision.*

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<sup>6</sup> Both options in this paragraph could be used at the same time if communications for different purposes (e.g. information on payment, questions) are to be addressed either through the following address or through the electronic exchange system. In this case, please use the expression "for the purposes of" in both options. If only one of the options is used, please delete "for the purposes of".

(f) *The arbitral award shall be final and binding upon the parties, which hereby expressly agree to renounce any form of appeal or revision.*

(g) *The costs, including all reasonable fees incurred by the parties related to any arbitration, shall be apportioned between the parties by the arbitration committee.*

***[I.8.2 Certificates on the financial statements][and][operational verification reports] [and] [certificates on the compliance of the cost accounting practices]***

*Certificates on the financial statements to be provided by the [insert name of IO(s)] in accordance with Article[s] [II.23.2] [and] [II.20.5] may be established by [its][their] regular internal or external auditor, in accordance with [its][their] internal financial regulations and procedures.*

***[I.8.3 Checks and audits]***

*The competent bodies of the Union shall address any requests for checks or audits pursuant to the provisions of Article II.27 to the Director General of the [insert name of IO(s)].*

*[insert name of IO(s)] shall make available to the competent bodies of the Union, upon request, all relevant financial information, including statements of accounts concerning the project, where [it][they] implement[s] the project or where [its][their] affiliated entities or a subcontractor takes part in the project.*

***[I.8.4 Applicable law]***

*By derogation from Article II.18.1, the Agreement shall be governed by the applicable Union Law complemented where necessary by [the law of (insert law of a Member State or an EFTA country)].*

***[I.8.5 Privileges and immunities]***

*Nothing in the Agreement shall be interpreted as a waiver of any privileges or immunities which are accorded to the [insert name of IO(s)] by [its][their] constituent documents or international law.]*

**SIGNATURES**

For the coordinating beneficiary  
[function/forename/surname]

For the Agency/Commission  
[forename/surname]

[signature]  
Done at [place], [date]

[signature]  
Done at [place], [date]

In duplicate in English

## **ANNEX I**

### **GENERAL CONDITIONS**

#### **TABLE OF CONTENTS**

#### **PART A – LEGAL AND ADMINISTRATIVE PROVISIONS**

- II.1 – GENERAL OBLIGATIONS AND ROLES OF THE BENEFICIARIES
- II.2 – COMMUNICATIONS BETWEEN THE PARTIES
- II.3 – LIABILITY FOR DAMAGES
- II.4 – CONFLICT OF INTERESTS
- II.5 – CONFIDENTIALITY
- II.6 – PROCESSING OF PERSONAL DATA
- II.7 – VISIBILITY OF UNION FUNDING
- II.8 – PRE-EXISTING RIGHTS AND OWNERSHIP AND USE OF THE RESULTS  
(INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)
- II.9 – AWARD OF CONTRACTS NECESSARY FOR THE IMPLEMENTATION OF THE  
PROJECT
- II.10 – SUBCONTRACTING OF TASKS FORMING PART OF THE PROJECT
- II.11 – FINANCIAL SUPPORT TO THIRD PARTIES
- II.12 – AMENDMENTS TO THE AGREEMENT
- II.13 – ASSIGNMENT OF CLAIMS FOR PAYMENTS TO THIRD PARTIES
- II.14 – FORCE MAJEURE
- II.15 – SUSPENSION OF THE IMPLEMENTATION OF THE PROJECT
- II.16 – TERMINATION OF THE AGREEMENT
- II.17 – ADMINISTRATIVE AND FINANCIAL PENALTIES
- II.18 – APPLICABLE LAW, SETTLEMENT OF DISPUTES AND ENFORCEABLE  
DECISION

#### **PART B – FINANCIAL PROVISIONS AND REPORTING**

- II.19 – ELIGIBLE COSTS
- II.20 – IDENTIFIABILITY AND VERIFIABILITY OF THE AMOUNTS DECLARED
- II.21 – ELIGIBILITY OF COSTS OF ENTITIES AFFILIATED TO THE BENEFICIARIES
- II.22 – BUDGET TRANSFERS
- II.23 – TECHNICAL AND FINANCIAL REPORTING – REQUESTS FOR PAYMENT  
AND SUPPORTING DOCUMENTS
- II.24 – PAYMENTS AND PAYMENT ARRANGEMENTS
- II.25 – DETERMINING THE FINAL AMOUNT OF THE GRANT
- II.26 – RECOVERY
- II.27 – CHECKS, AUDITS AND EVALUATION

## **PART A – LEGAL AND ADMINISTRATIVE PROVISIONS**

### **ARTICLE II.1 – GENERAL OBLIGATIONS AND ROLES OF THE BENEFICIARIES**

#### **II.1.1 General obligations and role of the beneficiaries**

The beneficiaries shall:

- (a) be jointly and severally responsible for carrying out the project in accordance with the terms and conditions of the Agreement;
- (b) be responsible for complying with any legal obligations incumbent on them jointly or individually;
- (c) make appropriate internal arrangements for the proper implementation of the project, consistent with the provisions of this Agreement; where provided for in the Special Conditions, those arrangements shall take the form of an internal co-operation agreement between the beneficiaries;
- (d) maintain up-to-date books of account, in accordance with the usual accounting conventions imposed on them by law and existing regulations;
- (e) ensure that all invoices include a clear reference to the project;
- (f) not act, in the context of the project, as sub-contractor or supplier to any other beneficiary;
- (g) contribute financially to the project;

#### **II.1.2 General obligations and role of each associated beneficiary**

Each associated beneficiary shall:

- (a) inform the coordinating beneficiary immediately of any change likely to affect or delay the implementation of the project of which the beneficiary is aware, and, for LIFE Nature and Biodiversity projects, of any activity by third parties that is likely to have a significant negative impact on the sites/species targeted in the project, and if appropriate to take measures to persuade third parties to refrain from such activities;
- (b) inform the coordinating beneficiary immediately of any change in its legal, financial, technical, organisational or ownership situation or of its affiliated entities and of any change in its name, address or legal representative or of its affiliated entities;
- (c) submit in due time to the coordinating beneficiary:
  - (i) the data needed to draw up the reports, financial statements and other documents provided for in the Agreement;
  - (ii) all the necessary documents in the event of audits, checks or evaluation in accordance with Article II.27;

- (iii) any other information to be provided to the Agency/Commission according to the Agreement, except where the Agreement requires that such information is submitted directly by the beneficiary to the Agency/Commission.

### **II.1.3 General obligations and role of the coordinating beneficiary**

The coordinating beneficiary shall:

- (a) monitor that the project is implemented in accordance with the Agreement;
- (b) be the intermediary for all communications between the beneficiaries and the Agency/Commission, except where provided otherwise in the Agreement, and, in particular, the coordinating beneficiary shall:
  - (i) immediately provide the Agency/Commission with the information related to any change in the name, address, legal representative as well as in the legal, financial, technical, organisational or ownership situation of any of the beneficiaries or of its affiliated entities, or to any event likely to affect or delay the implementation of the project, of which the coordinating beneficiary is aware, and, for LIFE Nature and Biodiversity projects, of any activity by third parties that is likely to have a significant negative impact on the sites/species targeted in the project, and if appropriate to take measures to persuade third parties to refrain from such activities;
  - (ii) bear responsibility for supplying all documents and information to the Agency/Commission which may be required under the Agreement, except where provided otherwise in the Agreement; where information is required from the other beneficiaries, the coordinating beneficiary shall bear responsibility for obtaining and verifying this information before passing it on to the Agency/Commission;
- (c) make the appropriate arrangements for providing any financial guarantees required under the Agreement;
- (d) establish the requests for payment in accordance with the Agreement;
- (e) ensure that all the appropriate payments are made to the other beneficiaries within 30 days of the receipt of the funds paid by the Agency/Commission unless there is a justified delay. The coordinating beneficiary shall inform the Agency/Commission of the distribution of the Union contribution;
- (f) bear responsibility for providing all the necessary documents in the event of checks and audits initiated before the payment of the balance, and in the event of evaluation in accordance with Article II.27 as well as for retaining copies of all supporting documents of all the associated beneficiaries for at least five years after the balance payment.

The coordinating beneficiary shall not subcontract any part of its tasks described in points (a) to (f) above to the other beneficiaries or to any other party.

The coordinating beneficiary shall conclude with all associated beneficiaries agreements describing their technical and financial participation in the project. Such agreements shall be fully compatible with the grant agreement signed with the Agency/Commission, shall make a precise reference to the present General Conditions and shall have, as a minimum, the contents described in the Guidelines issued by the Agency/Commission. The provisions of the grant agreement, including the mandates set out in its Annex II, Form A4, shall take precedence over any other agreement between the associated beneficiary and the coordinating beneficiary that may have an effect on the implementation of the grant agreement.

#### **II.1.4 The role of the external monitoring team**

To follow up the project, the Agency/Commission designates an external monitoring team (hereinafter “the external monitoring team”) to assist it by following and assessing the projects progress and their coherence with the actual costs incurred.

The external monitoring team shall not be authorised to take any decision on behalf of the Agency/Commission. A recommendation or a statement provided by the external monitoring team to the beneficiaries cannot be interpreted as representing a position of the Agency/Commission.

### **ARTICLE II.2 – COMMUNICATIONS BETWEEN THE PARTIES**

#### **II.2.1 Form and means of communications**

Any communication relating to the Agreement or to its implementation shall be made in writing (in paper or electronic form), shall bear the number of the Agreement and the acronym of the project and shall be made using the communication details identified in Article I.6.

Before communicating directly with the Agency/Commission, the coordinating beneficiary shall consult the external monitoring team. Any correspondence relating to the Agreement or to its implementation sent by the coordinating beneficiary to the Agency/Commission shall be sent in parallel to the external monitoring team.

Electronic communications shall be confirmed by an original signed paper version of that communication if requested by any of the parties provided that this request is submitted without unjustified delay. The sender shall send the original signed paper version without unjustified delay.

Formal notifications shall be made by registered mail with return receipt or equivalent, or by equivalent electronic means.

#### **II.2.2 Date of communications**

Any communication is deemed to have been made when it is received by the receiving party, and, in the case of communication to the Agency/Commission, the external monitoring team, unless the agreement refers to the date when the communication was sent.

Electronic communication is deemed to have been received by the receiving party on the day of successful dispatch of that communication, provided that it is sent to the addressees listed in Article I.6 and Article II.2.1 has been observed. Dispatch shall be deemed unsuccessful if the sending party receives a message of non-delivery. In this case, the sending party shall immediately send again such communication to any of the other addresses listed in Article I.6. In case of unsuccessful dispatch, the sending party shall not be held in breach of its obligation to send such communication within a specified deadline.

Mail sent to the Agency/Commission using the postal services is considered to have been received by the Agency/Commission on the date on which it is registered by the department identified in Article I.6.2 or on the date on which it is received by the external monitoring team, whichever of these dates is later.

Formal notifications made by registered mail with return receipt or equivalent, or by equivalent electronic means, shall be considered to have been received by the receiving party on the date of receipt indicated on the return receipt or equivalent.

### **ARTICLE II.3 – LIABILITY FOR DAMAGES**

**II.3.1** The Agency/Commission shall not be held liable for any damage caused or sustained by any of the beneficiaries, including any damage caused to third parties as a consequence of or during the implementation of the project.

**II.3.2** Except in cases of force majeure, the beneficiaries shall compensate the Agency/Commission for any damage sustained by it as a result of the implementation of the project or because the project was not implemented or implemented poorly, partially or late.

### **ARTICLE II.4 - CONFLICT OF INTERESTS**

**II.4.1** The beneficiaries shall take all necessary measures to prevent any situation where the impartial and objective implementation of the Agreement is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest (“conflict of interests”).

**II.4.2** Any situation constituting or likely to lead to a conflict of interests during the implementation of the Agreement shall be notified to the Agency/Commission, in writing, without delay. The beneficiaries shall immediately take all the necessary steps to rectify this situation. The Agency/Commission reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken within a specified deadline.

### **ARTICLE II.5 – CONFIDENTIALITY**

**II.5.1** The Agency/Commission and the beneficiaries shall preserve the confidentiality of any information and documents, in any form, which are disclosed in writing or orally



in relation to the implementation of the Agreement and which are explicitly indicated in writing as confidential.

**II.5.2** The beneficiaries shall not use confidential information and documents for any reason other than fulfilling their obligations under the Agreement, unless otherwise agreed with the Agency/Commission in writing.

**II.5.3** The Agency/Commission and the beneficiaries shall be bound by the obligations referred to in Articles II.5.1 and II.5.2 during the implementation of the Agreement and for a period of five years starting from the payment of the balance, unless:

- (a) the party concerned agrees to release the other party from the confidentiality obligations earlier;
- (b) the confidential information becomes public through other means than in breach of the confidentiality obligation through disclosure by the party bound by that obligation;
- (c) the disclosure of the confidential information is required by law.

**II.5.4** The external monitoring team shall act under the same confidentiality rules as those stipulated for the beneficiaries and the Agency/Commission.

## **ARTICLE II.6 – PROCESSING OF PERSONAL DATA**

### **II.6.1 Processing of personal data by the Agency/Commission**

Any personal data included in the Agreement shall be processed by the Agency/Commission pursuant to Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.

Such data shall be processed by the data controller identified in Article I.6.1 solely for the purposes of the implementation, management and monitoring of the Agreement, without prejudice to possible transmission to the bodies charged with the monitoring or inspection tasks in application of Union law.

The beneficiaries shall have the right of access to their personal data and the right to rectify any such data. Should the beneficiaries have any queries concerning the processing of their personal data, they shall address them to the data controller, identified in Article I.6.1.

The beneficiaries shall have the right of recourse at any time to the European Data Protection Supervisor.

### **II.6.2 Processing of personal data by the beneficiaries**

Where the Agreement requires the processing of personal data by the beneficiaries, the beneficiaries may act only under the supervision of the data controller identified in Article

I.6.1, in particular with regard to the purpose of the processing, the categories of data which may be processed, the recipients of the data and the means by which the data subject may exercise his or her rights.

The access to data that the beneficiaries grant to their personnel shall be limited to the extent strictly necessary for the implementation, management and monitoring of the Agreement.

The beneficiaries undertake to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned, in order to:

- (a) prevent any unauthorised person from gaining access to computer systems processing personal data, and especially:
  - (i) unauthorised reading, copying, alteration or removal of storage media;
  - (ii) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;
  - (iii) unauthorised persons from using data-processing systems by means of data transmission facilities;
- (b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
- (c) record which personal data have been communicated, when and to whom;
- (d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the Agency/Commission;
- (e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- (f) design their organisational structure in such a way that it meets data protection requirements.

## **ARTICLE II.7 – VISIBILITY OF UNION FUNDING**

### **II.7.1 Information on Union funding and use of the LIFE Programme logo**

- (a) Unless the Agency/Commission requests or agrees otherwise, any communication or publication related to the project, made by the beneficiaries jointly or individually, including at conferences, seminars or in any information or promotional materials (such as brochures, leaflets, posters, presentations, websites, noticeboards, etc.), shall indicate that the project has received funding from the Union and shall display the *LIFE Programme logo* (Annex II to the LIFE Regulation, <http://ec.europa.eu/environment/life/toolkit/comtools/resources/logos.htm>). For audio-visual material, the credits at the beginning and/or at the end shall include an explicit

audible and readable mention to the LIFE financial support (e.g. “With the contribution of the LIFE Programme of the European Union”).

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

When displayed in association with another logo, the LIFE Programme logo must have appropriate prominence.

The obligation to display the LIFE Programme logo does not confer to the beneficiaries a right of exclusive use. The beneficiaries shall not appropriate the LIFE Programme logo or any similar trademark or logo, either by registration or by any other means. The LIFE logo may not be referred to as a certified quality label or eco-label. Its use shall be restricted to dissemination activities.

For projects in Natura 2000 sites or contributing to the integrity of the Natura 2000 network, the obligations regarding the LIFE Programme logo also apply for the Natura 2000 logo (<http://ec.europa.eu/environment/life/toolkit/comtools/resources/logos.htm>). The project’s importance in terms of establishing the Natura 2000 network must be described in the notice boards and on the websites.

- (b) The coordinating beneficiary shall create a *project website* or use an existing website in at least one official language of the European Union for the dissemination of project activities, progress and results. The web address where the main results of the project are available to the public shall be indicated in the reports. This website shall be online at the latest six months after the starting date as specified in Article I.2.2, shall be regularly updated and shall be kept for at least five years after the end of the project. A summary of the project in English language, including name and contact information of the coordinating beneficiary, will be placed on the LIFE website and made available to the general public.
- (c) The beneficiaries shall erect and maintain *notice boards* describing the project at the locations where it is implemented, at strategic places accessible and visible to the public.

## **II.7.2 Disclaimers excluding Agency/Commission responsibility**

Any communication or publication related to the project, made by the beneficiaries jointly or individually in any form and using any means, shall indicate that it reflects only the author's view and that the Agency/Commission is not responsible for any use that may be made of the information it contains.

## **ARTICLE II.8 – PRE-EXISTING RIGHTS AND OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)**

### **II.8.1 Ownership of the results by the beneficiaries and exploitation of results**

Unless stipulated otherwise in the Agreement, ownership of the results of the project, including industrial and intellectual property rights, and of the reports and other documents relating to it, shall be vested in the beneficiaries.

With a view to promoting the use of techniques or models favourable to the environment, the beneficiaries shall ensure that all documents, patents and know-how directly resulting from the project implementation shall be made available throughout the Union as soon as they are available, on non-discriminatory and reasonable commercial conditions. The beneficiaries shall comply with this obligation for a period of five years after the final payment.

Should the coordinating beneficiary, for no legitimate reason, refuse to give access to these products or to grant licences under these conditions, the Agency/Commission reserves the right to apply the rules in Article II.16 or, if the project has ended, to demand full or partial repayment of the Union contribution.

### **II.8.2 Pre-existing industrial and intellectual property rights**

Where industrial and intellectual property rights, including rights of third parties, exist prior to the conclusion of the Agreement, the beneficiaries shall establish a list which shall specify all rights of ownership and use of the pre-existing industrial and intellectual property rights and disclose it to the Agency/Commission at the latest before the commencement of implementation.

The beneficiaries shall ensure that they or their affiliated entities have all the rights to use any pre-existing industrial and intellectual property rights during the implementation of the Agreement.

### **II.8.3 Rights of use of the results and of pre-existing rights by the Union**

Without prejudice to Articles II.1.1, II.3, II.5 and II.8.1, the beneficiaries grant the Union the right to use the results of the project for the following purposes:

- (a) use for its own purposes, and in particular, making available to persons working for the Agency/Commission, the Commission, other Union institutions, agencies and bodies and to Member States' institutions, as well as, copying and reproducing in whole or in part and in unlimited number of copies;
- (b) distribution to the public completely or partially, and in particular, publication in hard copies and in electronic or digital format, publication on the internet, including on the Europa website, as a downloadable or non-downloadable file, including photographs as illustration,, broadcasting by any kind of technique of transmission including dubbed, if necessary, public display or presentation, communication through press information services, inclusion in widely accessible databases, indexes or publications;
- (c) translation;
- (d) giving access upon individual requests without the right to reproduce or exploit, as provided for by Regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents;

- (e) storage in paper, electronic or other format;
- (f) archiving in line with the document management rules applicable to the Agency/Commission;
- (g) rights to authorise or sub-licence the modes of exploitation set out in points (b) and (c) to third parties.

Additional rights of use for the Union may be provided for in the Special Conditions.

The beneficiaries shall warrant that the Union has the right to use any pre-existing industrial and intellectual property rights, which have been included in the results of the project. Unless specified otherwise in the Special Conditions, those pre-existing rights shall be used for the same purposes and under the same conditions applicable to the rights of use of the results of the project.

Information about the copyright owner shall be inserted when the result is divulged by the Union. The copyright information shall read: "© – year – name of the copyright owner. All rights reserved. Licenced to the European Union under conditions."

The Agency/Commission undertakes to credit the results of the projects by indicating the grant agreement reference number.

## **ARTICLE II.9 – AWARD OF CONTRACTS NECESSARY FOR THE IMPLEMENTATION OF THE PROJECT**

**II.9.1** Where the implementation of the project requires the procurement of goods, works or services, the beneficiaries shall award the contract to the tender offering best value for money or, as appropriate, to the tender offering the lowest price. In doing so, they shall avoid any conflict of interests. Tendering procedures shall comply with the principles of transparency and equal treatment of potential contractors. For all contracts, the beneficiaries must maintain a written record of the procedure used to ensure that these conditions are fulfilled in the tendering procedure.

Beneficiaries acting in their capacity of contracting authorities within the meaning of Directive 2004/18/EC of the European Parliament and of the Council of 31 March 2004 on the coordination of procedures for the award of public work contracts, public supply contracts and public service contracts or contracting entities within the meaning of Directive 2004/17/EC of the European Parliament and of the Council of 31 March 2004 coordinating the procurement procedures of entities operating in the water, energy, transport and postal services sectors shall abide by the applicable national public procurement rules.

Where the value of a contract exceeds EUR 130,000, all beneficiaries shall use an open tendering procedure, including a publication of the call for tender(s) in the relevant media. To establish the relevant threshold, the beneficiary shall consider together the value of all linked items.

Below the threshold of EUR 130,000 or the threshold set out in the applicable public national procurement rules, the beneficiary shall award the contract to the tender offering best value for money or, as appropriate, to the tender offering the lowest price, while avoiding any conflict of interests and maintain written evidence of how the criterion of best value for money was met.

**II.9.2** The beneficiaries shall retain sole responsibility for carrying out the project and for compliance with the provisions of the Agreement. The beneficiaries shall ensure that any procurement contract contains provisions stipulating that the contractor has no rights vis-à-vis the Agency/Commission under the Agreement.

**II.9.3.** The beneficiaries shall ensure that the conditions applicable to them under Articles II.3, II.4, II.5, II.8 and II.27 are also applicable to the contractor.

## **ARTICLE II.10 – SUBCONTRACTING OF TASKS FORMING PART OF THE PROJECT**

**II.10.1** A "subcontract" is a procurement contract within the meaning of Article II.9, which covers the implementation by a third party of tasks forming part of the project as described in Annex II.

**II.10.2** Beneficiaries may subcontract specific tasks of a fixed duration, forming part of the project, provided that, in addition to the conditions specified in Article II.9 and the Special Conditions, the following conditions are complied with:

- (a) subcontracting only covers the implementation of a limited part of the project;
- (b) recourse to subcontracting is justified having regard to the nature of the project and what is necessary for its implementation;
- (c) the beneficiaries ensure that
  - the conditions applicable to them under Article II.7 are also applicable to the subcontractor;
  - all invoices issued by subcontractors bear a clear reference to the LIFE project (i.e. number and title or short title) and to the order/subcontract issued by the beneficiaries;
  - all invoices issued by subcontractors are sufficiently detailed as to allow identification of single items covered by the service delivered (i.e. clear description and cost of each item).

## **ARTICLE II.11 - FINANCIAL SUPPORT TO THIRD PARTIES**

Not applicable.

## **ARTICLE II.12 – AMENDMENTS TO THE AGREEMENT**

**II.12.1** Any amendment to the Agreement shall be made in writing.

**II.12.2** An amendment may not have the purpose or the effect of making changes to the Agreement which would call into question the decision awarding the grant or be contrary to the equal treatment of applicants.

Only substantial changes require a formal amendment of the grant agreement and will only be accepted in duly justified cases.

**II.12.3** Any request for amendment shall be duly justified and shall be sent to the other party in due time before it is due to take effect, and in any case one month before the end of the period set out in Article I.2.2, except in cases duly substantiated by the party requesting the amendment and accepted by the other party.

**II.12.4** A request for amendment on behalf of the beneficiaries shall be submitted by the coordinating beneficiary. If a change of coordinating beneficiary is requested without its agreement, the request shall be submitted by all other beneficiaries.

**II.12.5** Amendments shall enter into force on the date on which the last party signs or on the date of approval of the request for amendment.

Amendments shall take effect on a date agreed by the parties or, in the absence of such an agreed date, on the date on which the amendment enters into force.

## **ARTICLE II.13 – ASSIGNMENT OF CLAIMS FOR PAYMENTS TO THIRD PARTIES**

**II.13.1** Claims for payments of the beneficiaries against the Agency/Commission may not be assigned to third parties, except in duly justified cases where the situation warrants it.

The assignment shall only be enforceable against the Agency/Commission if it has accepted the assignment on the basis of a written and reasoned request to that effect made by the coordinating beneficiary on behalf of the beneficiaries. In the absence of such an acceptance, or in the event of failure to observe the terms thereof, the assignment shall have no effect on the Agency/Commission.

**II.13.2** In no circumstances shall such an assignment release the beneficiaries from their obligations towards the Agency/Commission.

## **ARTICLE II.14 – FORCE MAJEURE**

**II.14.1** "*Force majeure*" shall mean any unforeseeable exceptional situation or event beyond the parties' control, which prevents either of them from fulfilling any of their obligations under the Agreement, which was not attributable to error or negligence on their part or on the part of subcontractors, affiliated entities or third parties involved in the implementation and which proves to be inevitable in spite of exercising all due diligence. Any default of a service, defect in equipment or

material or delays in making them available, unless they stem directly from a relevant case of *force majeure*, as well as labour disputes, strikes or financial difficulties cannot be invoked as *force majeure*.

**II.14.2** A party faced with *force majeure* shall formally notify the other party without delay, stating the nature, likely duration and foreseeable effects.

**II.14.3** The parties shall take the necessary measures to limit any damage due to *force majeure*. They shall do their best to resume the implementation of the project as soon as possible.

**II.14.4** The party faced with *force majeure* shall not be held to be in breach of its obligations under the Agreement if it has been prevented from fulfilling them by *force majeure*.

## **ARTICLE II.15 – SUSPENSION OF THE IMPLEMENTATION OF THE PROJECT**

### **II.15.1 Suspension of the implementation by the beneficiaries**

The coordinating beneficiary, on behalf of the beneficiaries, may suspend the implementation of the project or any part thereof, if exceptional circumstances make such implementation impossible or excessively difficult, in particular in the event of *force majeure*. The coordinating beneficiary shall inform the Agency/Commission without delay, giving all the necessary reasons and details and the foreseeable date of resumption.

Unless the Agreement or the participation of a beneficiary is terminated in accordance with Articles II.16.1, II.16.2 or points (c) or (d) of Article II.16.3.1, the coordinating beneficiary shall, once the circumstances allow resuming the implementation of the project, inform the Agency/Commission immediately and present a request for amendment of the Agreement as provided for in Article II.15.3.

### **II.15.2 Suspension of the implementation by the Agency/Commission**

**II.15.2.1** The Agency/Commission may suspend the implementation of the project or any part thereof:

- (a) if the Agency/Commission has evidence that a beneficiary has committed substantial errors, irregularities or fraud in the award procedure or in the implementation of the Agreement or if a beneficiary fails to comply with its obligations under the Agreement;
- (b) if the Agency/Commission has evidence that a beneficiary has committed systemic or recurrent errors, irregularities, fraud or breach of obligations under other grants funded by the Union or the European Atomic Energy Community which were awarded to that beneficiary under similar conditions, provided that those errors, irregularities, fraud or breach of obligations have a material impact on this grant; or



- (c) if the Agency/Commission suspects substantial errors, irregularities, fraud or breach of obligations committed by a beneficiary in the award procedure or in the implementation of the Agreement and needs to verify whether they have actually occurred.

**II.15.2.2** Before suspending the implementation the Agency/Commission shall formally notify the coordinating beneficiary of its intention to suspend, specifying the reasons thereof, and, in the cases referred to in points (a) and (b) of Article II.15.2.1, the necessary conditions for resuming the implementation. The coordinating beneficiary shall be invited to submit observations on behalf of all beneficiaries within 30 calendar days from receipt of this notification.

If, after examination of the observations submitted by the coordinating beneficiary, the Agency/Commission decides to stop the suspension procedure, it shall formally notify the coordinating beneficiary thereof.

If no observations have been submitted or if, despite the observations submitted by the coordinating beneficiary, the Agency/Commission decides to pursue the suspension procedure, it may suspend the implementation by formally notifying the coordinating beneficiary thereof, specifying the reasons for the suspension and, in the cases referred to in points (a) and (b) of Article II.15.2.1, the definitive conditions for resuming the implementation or, in the case referred to in point (c) of Article II.15.2.1, the indicative date of completion of the necessary verification.

The coordinating beneficiary shall inform the other beneficiaries immediately. The suspension shall take effect five calendar days after the receipt of the notification by the coordinating beneficiary or on a later date, where the notification so provides.

In order to resume the implementation, the beneficiaries shall endeavour to meet the notified conditions as soon as possible and shall inform the Agency/Commission of any progress made in this respect.

Unless the Agreement or the participation of a beneficiary is terminated in accordance with Articles II.16.1, II.16.2 or points (c), (i) or (j) of Article II.16.3.1, the Agency/Commission shall, as soon as it considers that the conditions for resuming the implementation have been met or the necessary verification, including on-the-spot checks, has been carried out, formally notify the coordinating beneficiary thereof and invite the coordinating beneficiary to present a request for amendment of the Agreement as provided for in Article II.15.3.

### **II.15.3 Effects of the suspension**

If the implementation of the project can be resumed and the Agreement is not terminated, an amendment to the Agreement shall be made in accordance with Article II.12 in order to establish the date on which the project shall be resumed, to extend the duration of the project

and to make any other modifications that may be necessary to adapt the project to the new implementing conditions.

The suspension is deemed lifted as from the date of resumption of the project agreed by the parties in accordance with the first subparagraph. Such a date may be before the date on which the amendment enters into force.

Any costs incurred by the beneficiaries, during the period of suspension, for the implementation of the suspended project or the suspended part thereof, shall not be reimbursed or covered by the grant.

The right of the Agency/Commission to suspend the implementation is without prejudice to its right to terminate the Agreement or the participation of a beneficiary in accordance with Article II.16.3 and its right to reduce the grant or recover amounts unduly paid in accordance with Articles II.25.4 and II.26.

Neither party shall be entitled to claim compensation on account of a suspension by the other party.

## **ARTICLE II.16 – TERMINATION OF THE AGREEMENT**

### **II.16.1 Termination of the Agreement by the coordinating beneficiary**

In duly justified cases, the coordinating beneficiary, on behalf of all beneficiaries, may terminate the Agreement by formally notifying the Agency/Commission thereof, stating clearly the reasons and specifying the date on which the termination shall take effect. The notification shall be sent before the termination is due to take effect.

If no reasons are given or if the Agency/Commission considers that the reasons exposed cannot justify the termination, it shall formally notify the coordinating beneficiary, specifying the grounds thereof, and the Agreement shall be deemed to have been terminated improperly, with the consequences set out in the fourth subparagraph of Article II.16.4.

### **II.16.2 Termination of the participation of one or more beneficiaries by the coordinating beneficiary**

In duly justified cases, the participation of any one or several beneficiaries in the Agreement may be terminated by the coordinating beneficiary, acting on request of that beneficiary or those beneficiaries, or on behalf of all the other beneficiaries. When notifying such termination to the Agency/Commission, the coordinating beneficiary shall include the reasons for the termination of the participation, the opinion of the beneficiary or beneficiaries the participation of which is terminated, the date on which the termination shall take effect and the proposal of the remaining beneficiaries relating to the reallocation of the tasks of that beneficiary or those beneficiaries or, where relevant, to the nomination of one or more replacements which shall succeed that beneficiary or those beneficiaries in all their rights and obligations under the Agreement. The notification shall be sent before the termination is due to take effect.

If no reasons are given or if the Agency/Commission considers that the reasons exposed cannot justify the termination, it shall formally notify the coordinating beneficiary, specifying the grounds thereof, and the participation shall be deemed to have been terminated improperly, with the consequences set out in the fourth subparagraph of Article II.16.4.

Without prejudice to Article II.12.2, an amendment to the Agreement shall be made, in order to introduce the necessary modifications.

### **II.16.3 Termination of the Agreement or the participation of one or more beneficiaries by the Agency/Commission**

**II.16.3.1** The Agency/Commission may decide to terminate the Agreement or the participation of any one or several beneficiaries participating in the project, in the following circumstances:

- (a) if a change to the beneficiary's legal, financial, technical, organisational or ownership situation is likely to affect the implementation of the Agreement substantially or calls into question the decision to award the grant;
- (b) if, following the termination of the participation of any one or several beneficiaries, the necessary modifications to the Agreement would call into question the decision awarding the grant or would result in unequal treatment of applicants;
- (c) if the beneficiaries do not implement the project as specified in Annex II or if a beneficiary fails to comply with another substantial obligation incumbent on it under the terms of the Agreement;
- (d) in the event of *force majeure*, notified in accordance with Article II.14, or in the event of suspension by the coordinating beneficiary as a result of exceptional circumstances, notified in accordance with Article II.15, where resuming the implementation is impossible or where the necessary modifications to the Agreement would call into question the decision awarding the grant or would result in unequal treatment of applicants;
- (e) if a beneficiary is declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of any other similar proceedings concerning those matters, or is in an analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (f) if a beneficiary or any related person, as defined in the second subparagraph, have been found guilty of professional misconduct proven by any means;
- (g) if a beneficiary is not in compliance with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or in which the project is implemented;

- (h) if the Agency/Commission has evidence that a beneficiary or any related person, as defined in the second subparagraph, have committed fraud, corruption, or are involved in a criminal organisation, money laundering or any other illegal activity detrimental to the Union's financial interests;
- (i) if the Agency/Commission has evidence that a beneficiary or any related person, as defined in the second subparagraph, have committed substantial errors, irregularities or fraud in the award procedure or in the implementation of the Agreement, including in the event of submission of false information or failure to submit required information in order to obtain the grant provided for in the Agreement; or
- (j) if the Agency/Commission has evidence that a beneficiary has committed systemic or recurrent errors, irregularities, fraud or breach of obligations under other grants funded by the Union or the European Atomic Energy Community which were awarded to that beneficiary under similar conditions, provided that those errors, irregularities, fraud or breach of obligations have a material impact on this grant.

For the purposes of points (f), (h) and (i), "any related person" shall mean any natural person who has the power to represent the beneficiary or to take decisions on its behalf.

**II.16.3.2** Before terminating the Agreement or the participation of any one or several beneficiaries, the Agency/Commission shall formally notify the coordinating beneficiary of its intention to terminate, specifying the reasons thereof and inviting the coordinating beneficiary, within 45 calendar days from receipt of the notification, to submit observations on behalf of all beneficiaries and, in the case of point (c) of Article II.16.3.1, to inform the Agency/Commission about the measures taken to ensure that the beneficiaries continue to fulfil their obligations under the Agreement.

If, after examination of the observations submitted by the coordinating beneficiary, the Agency/Commission decides to stop the termination procedure, it shall formally notify the coordinating beneficiary thereof.

If no observations have been submitted or if, despite the observations submitted by the coordinating beneficiary, the Agency/Commission decides to pursue the termination procedure, it may terminate the Agreement or the participation of any one or several beneficiaries by formally notifying the coordinating beneficiary thereof, specifying the reasons for the termination.

In the cases referred to in points (a), (b), (c), (e) and (g) of Article II.16.3.1, the formal notification shall specify the date on which the termination takes effect. In the cases referred to in points (d), (f), (h), (i) and (j) of Article II.16.3.1, the termination shall take effect on the day following the date on which the formal notification was received by the coordinating beneficiary.

## **II.16.4 Effects of termination**

Where the Agreement is terminated, payments by the Agency/Commission shall be limited to the amount determined in accordance with Article II.25 on the basis of the eligible costs incurred by the beneficiaries and the actual level of implementation of the project on the date when the termination takes effect. Costs relating to current commitments, which are not due for execution until after the termination, shall not be taken into account. The coordinating beneficiary shall have 60 days from the date when the termination of the Agreement takes effect, as provided for in Articles II.16.1 and II.16.3.2, to produce a request for payment of the balance in accordance with Article II.23.2. If no request for payment of the balance is received within this time limit, the Agency/Commission shall not reimburse or cover any costs which are not included in a financial statement approved by it or which are not justified in a technical report approved by it. In accordance with Article II.26, the Agency/Commission shall recover any amount already paid, if its use is not substantiated by the technical reports and, where applicable, by the financial statements approved by the Agency/Commission.

Where the participation of a beneficiary is terminated, the beneficiary concerned shall submit to the coordinating beneficiary a technical report and, where applicable, a financial statement covering the period from the end of the last reporting period according to Article I.4 for which a report has been submitted to the Agency/Commission to the date on which the termination takes effect. The technical report and the financial statement shall be submitted in due time to allow the coordinating beneficiary to draw up the corresponding payment request. Only those costs incurred by the beneficiary concerned up to the date when termination of its participation takes effect shall be reimbursed or covered by the grant. Costs relating to current commitments, which were not due for execution until after the termination, shall not be taken into account. The request for payment for the beneficiary concerned shall be included in the next payment request submitted by the coordinating beneficiary in accordance with the schedule laid down in Article I.4.

Where the Agency/Commission, in accordance with point (c) of Article II.16.3.1, is terminating the Agreement on the grounds that the coordinating beneficiary has failed to produce the request for payment and, after a reminder, has still not complied with this obligation within the deadline set out in Article II.23.3, the first subparagraph shall apply, subject to the following:

- (a) there shall be no additional time period from the date when the termination of the Agreement takes effect for the coordinating beneficiary to produce a request for payment of the balance in accordance with Article II.23.2; and
- (b) the Agency/Commission shall not reimburse or cover any costs incurred by the beneficiaries up to the date of termination or up to the end of the period set out in Article I.2.2, whichever is the earlier, which are not included in a financial statement approved by it or which are not justified in a technical report approved by it.

In addition to the first, second and third subparagraphs, where the Agreement or the participation of a beneficiary is terminated improperly by the coordinating beneficiary within the meaning of Articles II.16.1 and II.16.2, or where the Agreement or the participation of a beneficiary is terminated by the Agency/Commission on the grounds set out in points (c), (f),

(h), (i) and (j) of Article II.16.3.1, the Agency/Commission may also reduce the grant or recover amounts unduly paid in accordance with Articles II.25.4 and II.26, in proportion to the gravity of the failings in question and after allowing the coordinating beneficiary, and, where relevant, the beneficiaries concerned, to submit their observations.

Neither party shall be entitled to claim compensation on account of a termination by the other party.

## **ARTICLE II.17 – ADMINISTRATIVE AND FINANCIAL PENALTIES**

**II.17.1** By virtue of Articles 109 and 131(4) of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and with due regard to the principle of proportionality, a beneficiary which has committed substantial errors, irregularities or fraud, has made false declarations in supplying required information or has failed to supply such information at the moment of the submission of the application or during the implementation of the grant, or has been found in serious breach of its obligations under the Agreement shall be liable to:

- (a) administrative penalties consisting of exclusion from all contracts and grants financed by the Union budget for a maximum of five years from the date on which the infringement is established and confirmed following a contradictory procedure with the beneficiary; and/or
- (b) financial penalties of 2% to 10% of the value of the contribution the beneficiary concerned is entitled to in accordance with the estimated budget set out in Annex III.

In the event of another infringement within five years following the establishment of the first infringement, the period of exclusion under point (a) may be extended to 10 years and the range of the rate referred to in point (b) may be increased to 4% to 20%.

**II.17.2** The Agency/Commission shall formally notify the beneficiary concerned of any decision to apply such penalties.

The Agency/Commission is entitled to publish such decision under the conditions and within the limits specified in Article 109(3) of Regulation (EU, Euratom) No 966/2012.

An project may be brought against such decision before the General Court of the European Union, pursuant to Article 263 of the Treaty on the Functioning of the European Union ("TFEU").

## **ARTICLE II.18 – APPLICABLE LAW, SETTLEMENT OF DISPUTES AND ENFORCEABLE DECISION**

- II.18.1** The Agreement is governed by the applicable Union law complemented, where necessary, by the law of Belgium.
- II.18.2** Pursuant to Article 272 TFEU, the General Court or, on appeal, the Court of Justice of the European Union, shall have sole jurisdiction to hear any dispute between the Union and any beneficiary concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.
- II.18.3** By virtue of Article 299 TFEU, for the purposes of recoveries within the meaning of Article II.26 or financial penalties, the Agency/Commission may adopt an enforceable decision to impose pecuniary obligations on persons other than States. An project may be brought against such decision before the General Court of the European Union pursuant to Article 263 TFEU.
- II.18.4** By derogation from Article II.18.2, where a beneficiary is legally established in a country other than a Member State of the European Union (the 'non EU beneficiary'), the Agency/Commission and/or the non EU beneficiary may bring before the Belgian Courts any dispute between the Union and the non EU beneficiary concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably. In such case where one party (i.e. the Agency/Commission or the non EU beneficiary) has brought proceedings before the Belgian Courts concerning the interpretation, application or validity of the Agreement, the other party may not bring a claim arising from the interpretation, application or validity of the Agreement in any other court than the Belgian Courts already seized.

## **PART B – FINANCIAL PROVISIONS**

### **ARTICLE II.19 – ELIGIBLE COSTS**

#### **II.19.1 Conditions for the eligibility of costs**

"Eligible costs" of the project are costs actually incurred by the beneficiary which meet the following criteria:

- (a) they are incurred in the period set out in Article I.2.2, with the exception of costs relating to the request for payment of the balance and the corresponding supporting documents referred to in Article II.23.2;

A cost shall be considered as incurred in the period set out in Article I.2.2 when:

- the legal obligation to pay was contracted after the starting date and before the end date of the project, or after the signature of the grant agreement by the Agency/Commission in case this signature takes place before the project starting date;
- (b) they are indicated in the estimated budget of the project set out in Annex III or have been accepted by the Agency/Commission as necessary to achieve the objectives of the project;
  - (c) they are incurred in connection with the project as described in Annex II and are necessary for its implementation;
  - (d) they are identifiable and verifiable, in particular being recorded in the accounting records of the beneficiary and determined according to the applicable accounting standards of the country where the beneficiary is established and with the usual cost accounting practices of the beneficiary;
  - (e) they comply with the requirements of applicable tax and social legislation; and
  - (f) they are reasonable, justified, and comply with the principle of sound financial management, in particular regarding economy and efficiency.

#### **II.19.2 Eligible direct costs**

"Direct costs" of the project are those specific costs which are directly linked to the implementation of the project and can therefore be attributed directly to it. They may not include any indirect costs.

To be eligible, direct costs shall comply with the conditions of eligibility set out in Article II.19.1.

In particular, the following categories of costs are eligible direct costs, provided that they satisfy the conditions of eligibility set out in Article II.19.1 as well as the following conditions:



(a) the **costs of personnel** (also referred to as “direct personal cost”) working under an employment contract with the beneficiary or an equivalent appointing act and assigned to the project, comprising actual salaries plus social security contributions and other statutory costs included in the remuneration, provided that these costs are in line with the beneficiary's usual policy on remuneration;

The costs of natural persons working under a contract with the coordinating beneficiary or an associated beneficiary other than an employment contract may be assimilated to such costs of personnel, provided that the following conditions are fulfilled:

- (i) the natural person works under the instructions of the beneficiary and, unless otherwise agreed with the beneficiary, in the premises of the beneficiary;
- (ii) the result of the work belongs to the beneficiary; and
- (iii) the costs are not significantly different from the costs of personnel performing similar tasks under an employment contract with the beneficiary.

The sum of the public contributions as beneficiaries to the project budget must exceed by at least 2 % the sum of the salary costs charged to the project described in Annex II for public body employees who are not considered 'additional'.

'Additional' personnel includes all employees – permanent or temporary – of public bodies whose contracts or contract renewals:

- start on or after the start date of the project or on or after the date of signature of the grant agreement by the Agency/Commission in case this date takes place before the project start date, and
- specifically second/assign them to the project.

For *LIFE Capacity Building projects*, the costs of non-additional personnel of public bodies are not eligible.

- (b) **costs of travel and related subsistence allowances**, provided that these costs are in line with the beneficiary's usual practices on travel;
- (c) the **depreciation costs of durable goods** in the form of **new or second-hand equipment or infrastructure** as recorded in the accounting statements of the beneficiary (i.e. placed on its inventory or other type of registry of durable goods or treated as capital expenditure in accordance with the applicable tax and accounting rules), provided that the asset has been purchased in accordance with Article II.9 and that it is written off in accordance with the international accounting standards and the usual accounting practices of the beneficiary.

The costs of **rental or lease of equipment or infrastructure** are also eligible, provided that these costs do not exceed the depreciation costs of similar equipment or assets as calculated above and are exclusive of any finance fee;

Only the portion of the equipment's depreciation, rental or lease costs corresponding to the period set out in Article I.2.2 and the rate of actual use for the purposes of the project may be taken into account.

The eligible depreciation costs may not exceed the following ceilings:

- Equipment costs: 50% of the total purchase cost,
- Infrastructure costs: 25% of the total purchase cost;

In LIFE *Capacity Building or LIFE Technical Assistance projects*, depreciation cost and the costs of rental or lease of infrastructure are not eligible.

As an exception, for *prototypes* 100% of the purchase costs of their components are eligible for co-funding.

A prototype is equipment or infrastructure specifically created for the implementation of the project and that has never been commercialised and/or is not available as a serial product. The prototype must play a crucial role in the demonstration activities of the project.

A prototype may not be used for commercial purposes during the period set out in Article I.2.2. Should the prototype or any of its components be used for commercial purposes (i.e. sold, leased, rented or used to produce goods or services) during the project, this shall be declared. The costs of creating the prototype shall then be depreciated in accordance with the rules applicable to the purchase of new or second-hand equipment and infrastructure.

For *LIFE Nature and Biodiversity projects*, the purchase costs incurred for durable goods by *public authorities or non-profit organisations* (also referred to as non-governmental / non-commercial organisations), intrinsically connected with the implementation of the project and used to a significant degree within its duration shall be considered eligible in full. Such eligibility shall be subject to the coordinating beneficiary and associated beneficiaries undertaking to continue to assign these goods definitively to nature conservation activities beyond the end of the project co-financed under LIFE Nature and Biodiversity.

Costs incurred for the purchase of durable goods, including notice boards, can only be eligible if they bear the LIFE logo (and the Natura 2000 logo, when applicable);

- (d) costs of *consumables and supplies* with the exception of general office consumables and supplies, provided that they are purchased in accordance with Article II.9 and are directly assigned to the project ;
- (e) *other costs* arising directly from requirements imposed by the Agreement (dissemination of information, specific evaluation of the project, audits, translations, reproduction), including the costs of requested financial guarantees, provided that the corresponding services are purchased in accordance with Article II.9. Costs incurred for the production of communication material, including websites, can only be eligible if they are bearing the LIFE logo (and the Natura 2000 logo, when applicable);
- (f) costs entailed by *subcontracts* (also referred to as external assistance costs) within the meaning of Article II.10 for services or works, provided that the conditions laid down in that Article are met;
- (g) not applicable;

- (h) duties, taxes and charges paid by the beneficiary, notably value added tax (VAT), provided that they are included in eligible direct costs, and unless specified otherwise in the Agreement are also considered other costs. Non-deductible VAT is eligible as expenditure, save for those activities matching the concept of sovereign powers exercised by Member States. For activities not matching the concept of sovereign authority, public authorities have to provide a certificate established by the competent national authority. Furthermore, for VAT charges to be considered eligible, the beneficiaries must prove with documents emitted by the responsible authorities or included in legal acts that they must pay and may not recover the VAT for the assets and services required for the project. In lieu of such legal documents, the Contracting Authority may accept as proof of VAT eligibility, an explicit declaration in the certificate on the financial statement (Annex VII);
- (i) Costs incurred for ***land purchase or long-term lease of land or one-off compensations for land use rights*** regarding a plot of land which is intrinsically connected with implementation of the project and explicitly envisaged therein, shall be considered eligible in full provided that:
- (aa) in and beyond the project the purchase will contribute to improving, maintaining and restoring the integrity of the Natura 2000 network, including through improving connectivity by the creation of corridors, stepping stones, or other elements of green infrastructure;
  - (bb) the land or land use rights acquired are owned by an entity or natural person who is not a project beneficiary or staff thereof and in relation to whom a conflict of interest can be excluded;
  - (cc) land purchase is the only or most cost-effective way of achieving the desired conservation outcome and the purchase price is based on market terms;
  - (dd) the land purchased is reserved in the long term for uses consistent with the objectives set out in Articles 11, 14 or 15 of the LIFE Regulation; and
  - (ee) the Member State concerned shall, by way of transfer or otherwise, ensure the long-term assignment of such land to nature conservation purposes.
  - (ff) the land/rights seller is not a public authority, with the exception of short-term leases by local authorities;
  - (gg) for land purchased as provided for in the project, the coordinating beneficiary shall ensure the entry in the land register includes a guarantee that the land will be assigned definitively to nature conservation. If in a given Member State the land register does not exist or it does not provide a sufficient legal guarantee, the coordinating beneficiary shall have a clause for the definitive assignment of the land to nature conservation included in the land sale contract. For countries where it would be illegal to include such a guarantee both in the land register and in the sale contract, the Agency/Commission may accept an equivalent guarantee in this connection, provided it offers the same legal level of protection in the long term and complies with the requirement contained in Article 20(3) of Regulation No 1293/2013;
  - (hh) in addition, for land purchased by private organisations, the entry in the land register (or the sales contract if accepted in lieu thereof if accepted as per the

previous paragraph) includes a guarantee that the land property will be transferred to a legal body primarily active in the field of nature protection, in case of dissolution of the private organisation or its incapacity to manage the land according to nature conservation requirements. For countries where it would be illegal to include such a guarantee in the land register or sales contract, the Agency/Commission may accept an equivalent guarantee in this connection, provided it offers the same legal level of protection in the long term and complies with the requirement contained in Article 20(3) of Regulation No 1293/2013;

- (ii) for the purchase of rights, the entry in the land register must be duly amended;
- (jj) in case of land purchased to be exchanged at a later date for another parcel on which project projects will be undertaken, the exchange is carried out before the end of the project at the latest and the provisions of the present Article shall apply to the lands received through the exchange. The land purchased to be exchanged shall be exempt, at the stage of the mid-term reporting, from the guarantee that the land will be assigned definitively to nature conservation.

The duration of a *land lease* shall either be restricted to the duration of the project (short term lease), in which case it is considered subcontracting, or be at least of 20 years (long-term lease) and shall be compatible with the needs of habitat and species protection. In the case of long-term lease of land, the lease contract shall clearly include all the provisions and commitments that will permit the achievement of its objectives in terms of habitat and species protection.

The LIFE Land Purchase Database (LPD) stores electronic data of land parcels financed by LIFE. The coordinating beneficiary is responsible for entering and validating the land purchase data (both descriptive and spatial) in the LPD at the stage of the final report submission. The data format will have to be adapted to the GIS standards used in the LPD. The coordinating beneficiary will be provided access to the LPD six months before the project end date as specified in Article I.2.2.

Costs incurred for payment of compensation for foregone income shall be eligible provided that the expense was necessary for reaching the objectives of a LIFE Nature and Biodiversity, LIFE Climate Change Mitigation or LIFE Climate Change Adaptation project, and that the payment of compensation:

- corresponds to market prices;
- is formalised through a legal document; and
- compensation is not paid to a public authority, with the exception of a temporary compensation to a local authority.

### **II.19.3 Eligible indirect costs**

"Indirect costs" of the project (also referred to as "overheads") are those costs which are not specific costs directly linked to the implementation of the project and can therefore not be attributed directly to it. They may not include any costs identifiable or declared as eligible direct costs.

To be eligible, indirect costs shall represent a fair apportionment of the overall overheads of the beneficiary and shall comply with the conditions of eligibility set out in Article II.19.1.

Eligible indirect costs shall be declared on the basis of a flat rate as specified in Annex III in accordance with Article I.3 (a) (iv) and may not exceed 7% of the eligible direct costs excluding costs of land purchase/long-term lease of land/one-off compensations for land use rights.

#### **II.19.4 Ineligible costs**

In addition to any other costs which do not fulfil the conditions set out in Article II.19.1 to 3, in particular the following costs shall not be considered eligible:

- (a) return on capital;
- (b) debt and debt service charges;
- (c) provisions for losses, debts or other liabilities;
- (d) interest owed;
- (e) doubtful debts;
- (f) exchange losses;
- (g) costs of transfers from the Agency/Commission charged by the bank of a beneficiary;
- (h) costs declared by the beneficiary in the framework of another project receiving a grant financed from the Union budget (including grants awarded by a Member State and financed from the Union budget and grants awarded by other bodies than the Agency/Commission or the Commission for the purpose of implementing the Union budget); in particular, indirect costs shall not be eligible under a grant for an project awarded to a beneficiary which already receives an operating grant financed from the Union budget during the period in question;
- (i) contributions in kind from third parties including voluntary work;
- (j) excessive or reckless expenditure;
- (k) any costs related to actions that may be considered as compensatory or mitigation measures for damages<sup>7</sup> caused to nature or biodiversity by permitted plans or projects;
- (l) unless explicitly foreseen in the project description in Annex II, any costs related to management plans, action plans and similar plans<sup>8</sup>, drafted or

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<sup>7</sup> Unless such damages would be caused by the objectives of the LIFE project itself.

<sup>8</sup> Obligatory "After-LIFE plans" are not included in this category.

modified in the context of a LIFE project, if the related plan is not adopted and operational before the project end date. This includes the completion, before the project end date, of all procedural/legal steps in Member States where such procedures are foreseen;

- (m) costs for major infrastructure or fundamental scientific research unless explicitly foreseen in the project description in Annex II;

## **ARTICLE II.20 – IDENTIFIABILITY AND VERIFIABILITY OF THE AMOUNTS DECLARED**

### **II.20.1 Reimbursement of actual costs**

Where, in accordance with Article I.3(a)(i), the grant takes the form of the reimbursement of actual costs, the beneficiary must declare as eligible costs the costs it actually incurred for the project.

If requested to do so in the context of the checks or audits described in Article II.27, the beneficiary must be able to provide adequate supporting documents to prove the costs declared, such as contracts, invoices and accounting records. In addition, the beneficiary's usual accounting and internal control procedures must permit direct reconciliation of the amounts declared with the amounts recorded in its accounting statements as well as with the amounts indicated in the supporting documents.

### **II.20.2 Reimbursement of pre-determined unit costs or pre-determined unit contribution**

Not applicable

### **II.20.3 Reimbursement of pre-determined lump sum costs or pre-determined lump sum contribution**

Not applicable

### **II.20.4 Reimbursement of flat-rate costs**

Not applicable.

### **II.20.5 Reimbursement of costs declared on the basis of the beneficiary's usual cost accounting practices**

Not applicable

## **ARTICLE II.21 – ELIGIBILITY OF COSTS OF ENTITIES AFFILIATED TO THE BENEFICIARIES**

Where the Special Conditions contain a provision on entities affiliated to the beneficiaries, costs incurred by such an entity are eligible, provided that they satisfy the same conditions under Articles II.19 and II.20 as apply to the beneficiary, and that the beneficiary the entity is affiliated to ensures that the conditions applicable to him under Articles II.3, II.4, II.5, II.7, II.9, II.10 and II.27 are also applicable to the entity.

## **ARTICLE II.22 – BUDGET TRANSFERS**

Without prejudice to Article II.10 and provided that the project is implemented as described in Annex II, beneficiaries are allowed to adjust the estimated budget set out in Annex III by transfers between themselves, and up to a limit of 20% of the overall eligible costs, between the different budget categories, without this adjustment being considered as an amendment of the Agreement within the meaning of Article II.12.

By way of derogation from the first subparagraph, should beneficiaries want to modify the value of the contribution that each of them is entitled to as referred to in point (b) of Article II.17.1 and point (c) of II.26.3, the coordinating beneficiary shall request an amendment in accordance to Article II.12.

## **ARTICLE II.23 – TECHNICAL AND FINANCIAL REPORTING – REQUESTS FOR PAYMENT AND SUPPORTING DOCUMENTS**

- (a) Whenever the period between consecutive reports exceeds 18 months the coordinating beneficiary must submit a progress report fulfilling the reporting requirements set out in Article II.23.1.
- (b) All reports shall contain the necessary information for the Agency/Commission to evaluate the state of implementation of the project, the respect of the work plan, the financial status of the project and whether the project's objectives have been achieved or are still achievable.
- (c) The form and contents of the reports shall be in accordance with the Guidelines issued by the Agency/Commission as specified on the website <http://ec.europa.eu/environment/life/toolkit/pmtools/index.htm>.
- (d) All reports shall be simultaneously forwarded, in both paper and electronic formats, to the Agency/Commission and to the external monitoring team designated by the Agency/Commission.
- (e) Electronic tools, which include spatial data and are produced in the frame of a LIFE project, shall comply with the Commission Regulation (EU) No 1253/2013 of 21 October 2013 amending Regulation (EU) No 1089/2010 implementing Directive 2007/2/EC establishing an Infrastructure for Spatial Information in the European Union (INSPIRE).
- (f) The Agency/Commission and the external monitoring team designated by the Commission shall each receive one complete copy of the technical reports, including annexes, and of the financial statement. The coordinating beneficiary shall submit a

copy of the final report to the Member State authorities. These latter also have the right to ask for a copy of the progress report accompanying further pre-financing payments.

### **II.23.1 Requests for further pre-financing payments and supporting documents**

Where, in accordance with Article I.4.1, the pre-financing shall be paid in several instalments and where Article I.4.1 provides for a further pre-financing payment subject to having used all or part of the previous instalment, the coordinating beneficiary may submit a request for a further pre-financing payment once the percentage of the previous instalment specified in Article I.4.1 has been used.

The request shall be accompanied by the following documents:

- (a) a progress report on implementation of the project (“technical report on progress”), drawn up in accordance with Annex V;
- (b) a statement on the amount of the previous pre-financing instalment used to cover costs of the project (“statement on the use of the previous pre-financing instalment”), drawn up in accordance with Annex VI;
- (c) where required by Article I.4.1, a financial guarantee.

### **II.23.2 Requests for payment of the balance and supporting documents**

The coordinating beneficiary shall submit a signed request for payment of the balance within 90 days following the end of the project period as specified in Article I.2.2.

This request shall be accompanied by the following documents:

- (a) a final report on implementation of the project (“final technical report”), drawn up in accordance with Annex V; the final technical report must contain the information needed to justify the eligible costs declared, as well as information on subcontracting as referred to in Article II.10.2(d);
- (b) a final financial statement (“final financial statement”) which must include a consolidated statement as well as a breakdown of the amounts claimed by each beneficiary and its affiliated entities; they must be drawn up in accordance with the structure of the estimated budget set out in Annex III and with Annex VI and detail the amounts for each of the forms of grant set out in Article I.3 for the entire project period as specified in Article I.2.2;
- (c) not applicable;
- (d) for each project for which the total contribution in the form of reimbursement of actual costs as referred to in Article I.3(a)(i) is at least EUR 300 000, a certificate on the financial statements and underlying accounts (“certificate on the financial statements”);

This certificate shall be produced by an approved auditor or, in case of public bodies, by a competent and independent public officer and drawn up in accordance with Annex



VII. It shall certify that the costs declared in the final financial statement by each beneficiary or its affiliated entities for the categories of costs reimbursed in accordance with Article I.3(a)(i) are real, accurately recorded and eligible in accordance with the Agreement. In addition, for the payment of the balance, it shall certify that all the receipts referred to in Article II.25.3.2 have been declared.

The coordinating beneficiary shall certify that the information provided in the request for payment of the balance is full, reliable and true. It shall also certify that the costs incurred can be considered eligible in accordance with the Agreement and that the request for payment is substantiated by adequate supporting documents that can be produced in the context of the checks or audits described in Article II.27. In addition, for the payment of the balance, it shall certify that all the receipts referred to in Article II.25.3.2 have been declared.

### **II.23.3 Non-submission of documents**

Where the coordinating beneficiary has failed to submit a request for interim payment or payment of the balance accompanied by the documents referred to above within 90 days following the end of the corresponding reporting period and where the coordinating beneficiary still fails to submit such a request within 60 days following a written reminder sent by the Agency/Commission, the Agency/Commission reserves the right to terminate the Agreement in accordance with Article II.16.3.1(c), with the effects described in the third and the fourth subparagraphs of Article II.16.4.

### **II.23.4 Currency for requests for payment and financial statements and conversion into euro**

Requests for payment and financial statements shall be drafted in euro.

Beneficiaries with general accounts in a currency other than the euro shall convert costs incurred into euro. Beneficiaries with general accounts in a currency other than the euro shall convert costs incurred in another currency into euro at the monthly accounting rate established by the Commission and published on its website ([http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/inforeuro/inforeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm)) applicable on the day when the cost was incurred, or at the monthly accounting rate established by the Commission and published on its website applicable on the first working day of the month following the period covered by the financial statement concerned.

Beneficiaries with general accounts in euro shall convert costs incurred in another currency into euro according to their usual accounting practices.

## **ARTICLE II.24 – PAYMENTS AND PAYMENT ARRANGEMENTS**

### **II.24.1 Pre-financing**

The pre-financing is intended to provide the beneficiaries with a float.

Without prejudice to Article II.24.6, where Article I.4.1 provides for a pre-financing payment upon entry into force of the Agreement, subject to the submission of a signed payment

request within 30 days following that date or, where required by Article I.4.1, following receipt of the financial guarantee.

Where payment of pre-financing is conditional on receipt of a financial guarantee, the financial guarantee shall fulfil the following conditions:

- (a) it is provided by a bank or an approved financial institution or, at the request of the coordinating beneficiary and acceptance by the Agency/Commission, by a third party;
- (b) the guarantor stands as first-call guarantor and does not require the Agency/Commission to have recourse against the principal debtor (i.e. the beneficiary concerned); and
- (c) it provides that it remains in force until the pre-financing is cleared against payment of the balance by the Agency/Commission and, in case the payment of the balance is made in the form of a debit note, three months after the debit note is notified to a beneficiary. The Agency/Commission shall release the guarantee within the following month.

#### **II.24.2 Further pre-financing payments**

Without prejudice to Articles II.24.5 and II.24.6, subject to the submission of a signed payment request, as well as, where a certificate on the financial statements and underlying accounts is required by Article II.23.2(d), the official registration number, organisation, full name and address of the approved auditor or competent and independent public officer who are to establish that certificate for the payment of the balance, on receipt of the documents referred to in Article II.23.1, the Agency/Commission shall pay to the coordinating beneficiary the new pre-financing instalment within 60 days.

Acceptance of the request for payment of the further pre-financing and of the accompanying documents shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information they contains.

#### **II.24.3 Interim payments**

Not applicable.

#### **II.24.4 Payment of the balance**

The payment of the balance, which may not be repeated, is intended to reimburse or cover after the end of the period set out in Article I.2.2 the remaining part of the eligible costs incurred by the beneficiaries for its implementation. Where the total amount of earlier payments is greater than the final amount of the grant determined in accordance with Article II.25, the payment of the balance may take the form of a recovery as provided for by Article II.26.

Without prejudice to Articles II.24.5 and II.24.6, on receipt of the documents referred to in Article II.23.2, the Agency/Commission shall pay the amount due as the balance within the time limit specified in Article I.4.2.

This amount shall be determined following approval of the request for payment of the balance and of the accompanying documents and in accordance with the fourth subparagraph. Approval of the request for payment of the balance and of the accompanying documents shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information it contains.

The amount due as the balance shall be determined by deducting, from the final amount of the grant determined in accordance with Article II.25, the total amount of pre-financing and interim payments already made.

#### **II.24.5 Suspension of the time limit for payment**

The Agency/Commission may suspend the time limit for payment specified in Articles I.4.2 and II.24.2 at any time by formally notifying the coordinating beneficiary that its request for payment cannot be met, either because it does not comply with the provisions of the Agreement, or because the appropriate supporting documents have not been produced, or because there is doubt about the eligibility of the costs declared in the financial statement.

The coordinating beneficiary shall be notified as soon as possible of any such suspension, together with the reasons thereof.

Suspension shall take effect on the date when notification is sent by the Agency/Commission. The remaining payment period shall start to run again from the date on which the requested information or revised documents are received or the necessary further verification, including on-the-spot checks, is carried out. Where the suspension exceeds two months, the coordinating beneficiary may request a decision by the Agency/Commission on whether the suspension is to be continued.

Where the time limit for payment has been suspended following the rejection of one of the technical reports or financial statements provided for by Article II.23 and the new report or statement submitted is also rejected, the Agency/Commission reserves the right to terminate the Agreement in accordance with Article II.16.3.1(c), with the effects described in Article II.16.4.

#### **II.24.6 Suspension of payments**

The Agency/Commission may, at any time during the implementation of the Agreement, suspend the pre-financing payments, interim payments or payment of the balance for all beneficiaries, or suspend the pre-financing payments or interim payments for any one or several beneficiaries:

- (a) if the Agency/Commission has evidence that a beneficiary has committed substantial errors, irregularities or fraud in the award procedure or in the implementation of the grant, or if a beneficiary fails to comply with its obligations under the Agreement;
- (b) if the Agency/Commission has evidence that a beneficiary has committed systemic or recurrent errors, irregularities, fraud or breach of obligations under other grants funded by the Union or by the European Atomic Energy Community which were awarded to

that beneficiary under similar conditions, provided that those errors, irregularities, fraud or breach of obligations have a material impact on this grant; or

- (c) if the Agency/Commission suspects substantial errors, irregularities, fraud or breach of obligations committed by a beneficiary in the award procedure or in the implementation of the Agreement and needs to verify whether they have actually occurred.

Before suspending payments, the Agency/Commission shall formally notify the coordinating beneficiary of its intention to suspend payments, specifying the reasons thereof and, in the cases referred to in points (a) and (b) of the first subparagraph, the necessary conditions for resuming payments. The coordinating beneficiary shall be invited to make any observations on behalf of all beneficiaries within 30 calendar days from receipt of this notification.

If, after examination of the observations submitted by the coordinating beneficiary, the Agency/Commission decides to stop the procedure of payment suspension, the Agency/Commission shall formally notify the coordinating beneficiary thereof.

If no observations have been submitted or if, despite the observations submitted by the coordinating beneficiary, the Agency/Commission decides to pursue the procedure of payment suspension, it may suspend payments by formally notifying the coordinating beneficiary, specifying the reasons for the suspension and, in the cases referred to in points (a) and (b) of the first subparagraph, the definitive conditions for resuming payments or, in the case referred to in point (c) of the first subparagraph, the indicative date of completion of the necessary verification.

The coordinating beneficiary shall inform the other beneficiaries immediately. The suspension of payments shall take effect on the date when the notification is sent by the Agency/Commission.

In order to resume payments, the beneficiaries shall endeavour to meet the notified conditions as soon as possible and shall inform the Agency/Commission of any progress made in this respect.

The Agency/Commission shall, as soon as it considers that the conditions for resuming payments have been met or the necessary verification, including on-the-spot checks, has been carried out, formally notify the coordinating beneficiary thereof.

During the period of suspension of payments and without prejudice to the right to suspend the implementation of the project in accordance with Article II.15.1 or to terminate the Agreement or the participation of a beneficiary in accordance with Article II.16.1 and Article II.16.2, the coordinating beneficiary is not entitled to submit any requests for payments and supporting documents referred to in Article II.23 or, where the suspension concerns the pre-financing payments or interim payments for one or several beneficiaries only, any requests for payments and supporting documents relating to the participation of the concerned beneficiary or beneficiaries in the project.

The corresponding requests for payments and supporting documents may be submitted as soon as possible after resumption of payments or may be included in the first request for

payment due following resumption of payments in accordance with the schedule laid down in Article I.4.1.

#### **II.24.7 Notification of amounts due**

The Agency/Commission shall formally notify the amounts due, specifying whether it is a further pre-financing payment, an interim payment or the payment of the balance. In the case of payment of the balance, it shall also specify the final amount of the grant determined in accordance with Article II.25.

#### **II.24.8 Interest on late payment**

On expiry of the time limits for payment specified in Articles I.4.2, II.24.1 and II.24.2, and without prejudice to Articles II.24.5 and II.24.6, the beneficiaries are entitled to interest on late payment at the rate applied by the European Central Bank for its main refinancing operations in euros ("the reference rate"), plus three and a half points. The reference rate shall be the rate in force on the first day of the month in which the time limit for payment expires, as published in the C series of the *Official Journal of the European Union*.

The first subparagraph shall not apply where all beneficiaries are Member States of the Union, including regional and local government authorities and other public bodies acting in the name and on behalf of the Member State for the purpose of this Agreement.

The suspension of the time limit for payment in accordance with Article II.24.5 or of payment by the Agency/Commission in accordance with Article II.24.6 may not be considered as late payment.

Interest on late payment shall cover the period running from the day following the due date for payment, up to and including the date of actual payment as established in Article II.24.10. The interest payable shall not be considered for the purposes of determining the final amount of grant within the meaning of Article II.25.3.

By way of derogation from the first subparagraph, when the calculated interest is lower than or equal to EUR 200, it shall be paid to the coordinating beneficiary only upon request submitted within two months of receiving late payment.

#### **II.24.9 Currency for payments**

Payments by the Agency/Commission shall be made in euro.

#### **II.24.10 Date of payment**

Payments by the Agency/Commission shall be deemed to be effected on the date when they are debited to the Agency/Commission's account.

#### **II.24.11 Costs of payment transfers**

Costs of the payment transfers shall be borne in the following way:

- (a) costs of transfer charged by the bank of the Commission shall be borne by the Commission;
- (b) costs of transfer charged by the bank of a beneficiary shall be borne by the beneficiary;
- (c) all costs of repeated transfers caused by one of the parties shall be borne by the party which caused the repetition of the transfer.

#### **II.24.12 Payments to the coordinating beneficiary**

Payments to the coordinating beneficiary shall discharge the Agency/Commission from its payment obligation.

### **ARTICLE II.25 – DETERMINING THE FINAL AMOUNT OF THE GRANT**

#### **II.25.1 Calculation of the final amount**

Without prejudice to Articles II.25.2, II.25.3 and II.25.4, the final amount of the grant shall be determined as follows:

- (a) where, in accordance with Article I.3(a), the grant takes the form of the reimbursement of eligible costs, the amount obtained by application of the reimbursement rate specified in that Article to the eligible costs of the project approved by the Agency/Commission for the corresponding categories of costs, beneficiaries and affiliated entities;
- (b) not applicable;
- (c) not applicable;
- (d) not applicable.

#### **II.25.2 Maximum amount**

The total amount paid to the beneficiaries by the Agency/Commission may in no circumstances exceed the maximum amount nor the reimbursement rate specified in Article I.3.

Where the amount determined in accordance with Article II.25.1 exceeds this maximum amount, the final amount of the grant shall be limited to the maximum amount specified in Article I.3.

#### **II.25.3 No-profit rule and taking into account of receipts**

- II.25.3.1** The grant may not produce a profit for the beneficiaries, unless specified otherwise in the Special Conditions. "Profit" shall mean a surplus of the receipts over the eligible costs of the project.

**II.25.3.2** The receipts to be taken into account are the consolidated receipts established, generated or confirmed on the date on which the request for payment of the balance is drawn up by the coordinating beneficiary, which fall within one of the following two categories:

- (a) income generated by the project; or
- (b) financial contributions specifically assigned by the donors to the financing of the eligible costs of the project reimbursed by the Agency/Commission in accordance with Article I.3(a)(i).

**II.25.3.3** The following shall not be considered as receipts to be taken into account for the purpose of verifying whether the grant produces a profit for the beneficiaries:

- (a) financial contributions referred to in point (b) of Article II.25.3.2, which may be used by the beneficiaries to cover costs other than the eligible costs under the Agreement;
- (b) financial contributions referred to in point (b) of Article II.25.3.2, the unused part of which is not due to the donors at the end of the period set out in Article I.2.2.

**II.25.3.4** The eligible costs to be taken into account are the consolidated eligible costs approved by the Agency/Commission for the categories of costs reimbursed in accordance with Article I.3(a).

**II.25.3.5** Where the final amount of the grant determined in accordance with Articles II.25.1 and II.25.2 would result in a profit for the beneficiaries, the profit shall be deducted in proportion to the final rate of reimbursement of the actual eligible costs of the project approved by the Agency/Commission for the categories of costs referred to in Article I.3(a)(i). This final rate shall be calculated on the basis of the final amount of the grant in the form referred to in Article I.3(a)(i), as determined in accordance with Articles II.25.1 and II.25.2.

#### **II.25.4 Reduction for poor, partial or late implementation**

If the project is not implemented or is implemented poorly, partially or late, the Agency/Commission may reduce the grant initially provided for, in line with the actual implementation of the project according to the terms laid down in the Agreement.

### **ARTICLE II.26 – RECOVERY**

#### **II.26.1 Recovery at the time of payment of the balance**

Where the payment of the balance takes the form of a recovery, the coordinating beneficiary shall repay the Agency/Commission the amount in question, even if it has not been the final recipient of the amount due. However, the

Agency/Commission reserves the right, where appropriate, to recover the amount due directly from the final recipient.

## **II.26.2 Recovery after payment of the balance**

Where an amount is to be recovered in accordance with Articles II.27.6, II.27.7 and II.27.8, the beneficiary concerned by the audit or OLAF findings shall repay the Agency/Commission the amount in question. Where the audit findings do not concern a specific beneficiary, the coordinating beneficiary shall repay the Agency/Commission the amount in question, even if it has not been the final recipient of the amount due.

Each beneficiary shall be responsible for the repayment of any amount unduly paid by the Agency/Commission as a contribution towards the costs incurred by its affiliated entities.

## **II.26.3 Recovery procedure**

Before recovery, the Agency/Commission shall formally notify the beneficiary concerned of its intention to recover the amount unduly paid, specifying the amount due and the reasons for recovery and inviting the beneficiary to make any observations within a specified period.

If no observations have been submitted or if, despite the observations submitted by the beneficiary, the Agency/Commission decides to pursue the recovery procedure, the Agency/Commission may confirm recovery by formally notifying to the beneficiary a debit note (“debit note”), specifying the terms and the date for payment.

If payment has not been made by the date specified in the debit note, the Agency/Commission or the Commission shall recover the amount due:

- (a) by offsetting it against any amounts owed to the beneficiary concerned by the Union or the European Atomic Energy Community (Euratom) (“offsetting”); in exceptional circumstances, justified by the necessity to safeguard the financial interests of the Union, the Agency/Commission or the Commission may recover by offsetting before the due date; the beneficiary’s prior consent shall not be required; an project may be brought against such offsetting before the General Court of the European Union pursuant to Article 263 TFEU;
- (b) by drawing on the financial guarantee where provided for in accordance with Article I.4.1 (“drawing on the financial guarantee”);
- (c) by holding the beneficiaries jointly and severally liable up to the value of the contribution that the beneficiary held liable is entitled to receive. This contribution shall be that indicated in the estimated budget breakdown as set out in Annex III as last amended;



- (d) by taking legal project in accordance with Article II.18.2 or with the Special Conditions or by adopting an enforceable decision in accordance with Article II.18.3.

For the purposes of point (c) of the third subparagraph, the beneficiaries shall not be jointly and severally liable for financial penalties which could be imposed on any defaulting beneficiary in accordance with Article II.17

#### **II.26.4 Interest on late payment**

If payment has not been made by the date set out in the debit note, the amount due shall bear interest at the rate established in Article II.24.8. Interest on late payment shall cover the period running from the day following the due date for payment, up to and including the date when the Commission actually receives payment in full of the outstanding amount.

Any partial payment shall first be appropriated against charges and interest on late payment and then against the principal.

#### **II.26.5 Bank charges**

Bank charges incurred in connection with the recovery of the sums owed to the Agency/Commission shall be borne by the beneficiary concerned except where Directive 2007/64/EC of the European Parliament and of the Council of 13 November 2007 on payment services in the internal market amending Directives 97/7/EC, 2002/65/EC, 2005/60/EC and 2006/48/EC and repealing Directive 97/5/EC applies.

### **ARTICLE II.27 – CHECKS, AUDITS AND EVALUATION**

#### **II.27.1 Technical and financial checks, audits, interim and final evaluations**

The Agency/Commission may carry out technical and financial checks and audits in relation to the use of the grant. It may also check the statutory records of the beneficiaries for the purpose of periodic assessments of lump sum, unit cost or flat-rate amounts.

Information and documents provided in the framework of checks or audits shall be treated on a confidential basis.

In addition, the Agency/Commission may carry out interim or final evaluation of the impact of the project measured against the objective of the Union programme concerned.

Checks, audits or evaluations made by the Agency/Commission may be carried out either directly by its own staff or by any other outside body authorised to do so on its behalf.

Such checks, audits or evaluations may be initiated during the implementation of the Agreement and for a period of five years starting from the date of payment of the balance. This period shall be limited to three years if the maximum amount specified in Article I.3 is not more than EUR 60 000.

The check, audit or evaluation procedure shall be deemed to be initiated on the date of receipt of the letter of the Agency/Commission announcing it.

### **II.27.2 Duty to keep documents**

The beneficiaries shall keep all original documents, especially accounting and tax records, stored on any appropriate medium, including digitalised originals when they are authorised by their respective national law and under the conditions laid down therein, for a period of five years starting from the date of payment of the balance.

This period shall be limited to three years if the maximum amount specified in Article I.3 is not more than EUR 60 000.

The periods set out in the first and second subparagraphs shall be longer if there are on-going audits, appeals, litigation or pursuit of claims concerning the grant, including in the case referred to in Article II.27.7. In such cases, the beneficiaries shall keep the documents until such audits, appeals, litigation or pursuit of claims are closed.

### **II.27.3 Obligation to provide information**

Where a check, audit or evaluation is initiated before the payment of the balance, the coordinating beneficiary shall provide any information, including information in electronic format, requested by the Agency/Commission or by any other outside body authorised by it. Where appropriate, the Agency/Commission may request such information to be provided directly by a beneficiary.

Where a check or audit is initiated after payment of the balance, such information shall be provided by the beneficiary concerned.

In case the beneficiary concerned does not comply with the obligations set out in the first and second subparagraphs, the Agency/Commission may consider:

- (a) any cost insufficiently substantiated by information provided by the beneficiary as ineligible;
- (b) any unit, lump sum or flat-rate contribution insufficiently substantiated by information provided by the beneficiary as undue.

### **II.27.4 On-the-spot visits**

During an on-the-spot visit, the beneficiaries shall allow Agency/Commission staff and outside personnel authorised by the Agency/Commission to have access to the sites and premises where the project is or was carried out, and to all the necessary information, including information in electronic format.

They shall ensure that the information is readily available at the moment of the on-the-spot visit and that information requested is handed over in an appropriate form.

In case the beneficiary concerned refuses to provide access to the sites, premises and information in accordance with the first and second subparagraphs, the Agency/Commission may consider:

- (a) any cost insufficiently substantiated by information provided by the beneficiary as ineligible;
- (b) any unit, lump sum or flat-rate contribution insufficiently substantiated by information provided by the beneficiary as undue.

#### **II.27.5 Contradictory audit procedure**

On the basis of the findings made during the audit, a provisional report (“draft audit report”) shall be drawn up. It shall be sent by the Agency/Commission or its authorised representative to the beneficiary concerned, which shall have 30 days from the date of receipt to submit observations. The final report (“final audit report”) shall be sent to the beneficiary concerned within 60 days of expiry of the time limit for submission of observations.

#### **II.27.6 Effects of audit findings**

On the basis of the final audit findings, the Agency/Commission may take the measures which it considers necessary, including recovery at the time of payment of the balance or after payment of the balance of all or part of the payments made by it, in accordance with Article II.26.

In the case of final audit findings made after the payment of the balance, the amount to be recovered shall correspond to the difference between the revised final amount of the grant, determined in accordance with Article II.25, and the total amount paid to the beneficiaries under the Agreement for the implementation of the project.

#### **II.27.7 Correction of systemic or recurrent errors, irregularities, fraud or breach of obligations**

**II.27.7.1** The Agency/Commission may take all measures which it considers necessary, including recovery at the time of payment of the balance or after payment of the balance of all or part of the payments made by it under the Agreement, in accordance with Article II.26, where the following conditions are fulfilled:

- (a) the beneficiary is found, on the basis of an audit of other grants awarded to it under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on this grant; and
- (b) the final audit report containing the findings of the systemic or recurrent errors, irregularities, fraud or breach of obligations is received by the beneficiary within the period referred to in Article II.27.1.

**II.27.7.2** The Agency/Commission shall determine the amount to be corrected under the Agreement:

- (a) wherever possible and practicable, on the basis of costs unduly declared as eligible under the Agreement.

For that purpose, the beneficiary concerned shall revise the financial statements submitted under the Agreement taking account of the findings and resubmit them to the Agency/Commission within 60 days from the date of receipt of the final audit report containing the findings of the systemic or recurrent errors, irregularities, fraud or breach of obligations.

In the case of systemic or recurrent errors, irregularities, fraud or breach of obligations found after the payment of the balance, the amount to be recovered shall correspond to the difference between the revised final amount of the grant, determined in accordance with Article II.25 on the basis of the revised eligible costs declared by the beneficiary and approved by the Agency/Commission, and the total amount paid to the beneficiaries under the Agreement for the implementation of the project;

- (b) where it is not possible or practicable to quantify precisely the amount of ineligible costs under the Agreement, by extrapolating the correction rate applied to the eligible costs for the grants for which the systemic or recurrent errors or irregularities have been found.

The Agency/Commission shall formally notify the extrapolation method to be applied to the beneficiary concerned, which shall have 60 days from the date of receipt of the notification to submit observations and to propose a duly substantiated alternative method.

If the Agency/Commission accepts the alternative method proposed by the beneficiary, it shall formally notify the beneficiary concerned thereof and determine the revised eligible costs by applying the accepted alternative method.

If no observations have been submitted or if the Agency/Commission does not accept the observations or the alternative method proposed by the beneficiary, the Agency/Commission shall formally notify the beneficiary concerned thereof and determine the revised eligible costs by applying the extrapolation method initially notified to the beneficiary.

In the case of systemic or recurrent errors, irregularities, fraud or breach of obligations found after the payment of the balance, the amount to be recovered shall correspond to the difference between the revised final amount of the grant, determined in accordance with Article II.25 on the basis of the revised eligible costs after extrapolation, and the total amount paid to the beneficiaries under the Agreement for the implementation of the project; or

- (c) where ineligible costs cannot serve as a basis for determining the amount to be corrected, by applying a flat rate correction to the maximum amount of

the grant specified in Article I.3 or part thereof, having regard to the principle of proportionality.

The Agency/Commission shall formally notify the flat rate to be applied to the beneficiary concerned, which shall have 60 days from the date of receipt of the notification to submit observations and to propose a duly substantiated alternative flat rate.

If the Agency/Commission accepts the alternative flat rate proposed by the beneficiary, it shall formally notify the beneficiary concerned thereof and correct the grant amount by applying the accepted alternative flat rate.

If no observations have been submitted or if the Agency/Commission does not accept the observations or the alternative flat rate proposed by the beneficiary, the Agency/Commission shall formally notify the beneficiary concerned thereof and correct the grant amount by applying the flat rate initially notified to the beneficiary.

In the case of systemic or recurrent errors, irregularities, fraud or breach of obligations found after the payment of the balance, the amount to be recovered shall correspond to the difference between the revised final amount of the grant after flat-rate correction and the total amount paid to the beneficiaries under the Agreement for the implementation of the project.

## **II.27.8 Checks and inspections by OLAF**

The European Anti-Fraud Office (OLAF) may carry out investigations including on-the-spot checks and inspections, in accordance with the provisions and procedures laid down in

(i) Regulation (EC) No 883/2013 of the European Parliament and of the Council concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) n°1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) n°1074/1999 and

(ii) Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities

with a view to establishing whether there has been fraud, corruption or any other illegal activity affecting the financial interests of the Union in connection with this Agreement.

## **II.27.9 Checks and audits by the Commission and the European Court of Auditors**

The European Commission and the European Court of Auditors shall have the same rights as the Agency/Commission, notably right of access, for the purpose of checks and audits.

**ACCORDO DI PARTENARIATO  
per la realizzazione del progetto  
LIFE14 CCA/IT/001280  
“Preventing flooding RIks by Making resilient communitiES”  
PRIMES  
CUP E28I14000110008**

Il presente Accordo di partenariato è stipulato ai sensi

- del Regolamento n. 1293/2013 del Parlamento Europeo e del Consiglio dell’11 dicembre 2013, di istituzione del Programma per l’Ambiente e l’Azione per il Clima (LIFE 2014-2020);
- dell’Accordo di Sovvenzione (Grant Agreement n° **LIFE14 CCA/IT/001280**) sottoscritto in data 16/07/2015 tra l’Unione Europea, rappresentata dall’Agenzia Europea per le piccole e medie imprese e l’Agenzia di Protezione Civile dell’Emilia-Romagna, beneficiario coordinatore;
- delle Condizioni Generali che formano parte integrante dell’Accordo di sovvenzione citato;

**Le amministrazioni beneficiarie del progetto LIFE14 CCA/IT/001280 di seguito elencate:**

**Agenzia Regionale di Protezione Civile dell’Emilia-Romagna (ArPCiv-ER),**  
*Beneficiario incaricato del coordinamento (d’ora in avanti “Beneficiario” o “Partner n. 1”)*

con sede in Bologna, viale Silvani n. 6 (C.F. 80062590379) rappresentata da Maurizio Mainetti nella sua qualità di Direttore dell’Agenzia Regionale di Protezione Civile e domiciliato per la sua carica presso ArPCiv-ER – Viale Silvani, 6 – 40122 Bologna.

**Agenzia Regionale per la prevenzione e l’ambiente dell’Emilia-Romagna (ARPA-EMR)**

*Beneficiario Associato (d’ora in avanti il “Partner 2”)*

con sede in Via Po, 5 - 40139 Bologna C.F. 04290860370 rappresentato da Carlo Cacciamani, che interviene nel presente atto nella sua qualità di Direttore del Servizio IdroMeteoClima e domiciliato per la sua carica presso ARPA-SIMC – Viale Silvani, 6 – 40122 Bologna.

**Regione Emilia-Romagna - Direzione Generale Ambiente e Difesa del Suolo e della Costa (ERregione)**

*Beneficiario Associato (d’ora in avanti il “Partner 3”)*

con sede in viale della Fiera n.8, 40127 Bologna C.F. 80062590379 rappresentato da Giuseppe Bortone che interviene nel presente atto nella sua qualità di Direttore Generale e domiciliato/a per la sua carica presso la Direzione.

**Regione Abruzzo (RA)**

*Beneficiario Associato (d'ora in avanti il "Partner 4")*

con sede in Via Leonardo da Vinci, 6 – 67100 – L'Aquila, C.F. e P.IVA n. 80003170661 rappresentato da Antonio Iovino che interviene nel presente atto nella sua qualità di Dirigente del Servizio Programmazione Attività di Protezione Civile e Responsabile del Centro Funzionale d'Abruzzo e domiciliato per la sua carica presso Via Salaria Antica Est, 27 – 67100 – L'Aquila.

**Regione Marche (RM)**

*Beneficiario Associato (d'ora in avanti il "Partner 5")*

con sede in via Gentile da Fabriano, 9 - Ancona - C.F. 80008630420 P.IVA 00481070423 rappresentato da Principi Marcello che interviene nel presente atto nella sua qualità di Direttore del Dipartimento per le Politiche integrate di Sicurezza e per la Protezione Civile e domiciliato per la sua carica presso Ancona.

**Università Politecnica delle Marche (UNIVPM)**

*Beneficiario Associato (d'ora in avanti il "Partner 6")*

con sede in P.zza Roma, 22 – 60121 Ancona C.F. e P.IVA 00382520427 rappresentato da Sauro Longhi, che interviene nel presente atto nella sua qualità di Rettore – pro tempore e domiciliato per la sua carica presso P.zza Roma, 22 – 60121 Ancona

**PREMESSO E CONSIDERATO CHE**

- con nota EASME/AS/zs (2015) 2778217 del 13/07/2015, acquisita agli atti di ArPCiv-ER in data 13/07/2015 al prot. PC/2015/0008271, l'Unione Europea ha comunicato l'approvazione del progetto "Preventing flooding RIsks by Making resilient communitiES" - LIFE14 CCA/IT/001280 (in seguito "progetto") trasmettendo altresì l'Accordo di Sovvenzione (GRANT AGREEMENT) con relativi allegati, che definiscono la parte tecnica e finanziaria del progetto;
- con l'approvazione del progetto sono state definite sia le azioni progettuali sia il relativo quadro finanziario, che prevede un contributo complessivo di €1.085.761,00 (unmilioneottantacinquemilasettecentosessantuno/00).
- Il contributo è pari al 45,88% dell'importo totale di spesa ritenuta ammissibile, pari a € 2.366.767,00 (duemilioneitrecentosessantaseimilasettecentosessantasette/00);
- il progetto assegna all'Agenzia Regionale di Protezione Civile dell'Emilia-Romagna, di seguito ArPCiv-ER, il ruolo di soggetto *Beneficiario Coordinatore* e alle altre amministrazioni Agenzia Regionale per la prevenzione e l'ambiente dell'Emilia-Romagna (ARPA-EMR), Regione Emilia-Romagna - Direzione Generale Ambiente

- e Difesa del Suolo e della Costa (ERregione), Regione Abruzzo (RA), Regione Marche (RM) e a Università Politecnica delle Marche (UNIVPM) il ruolo di *beneficiario associato*, di seguito *Partner*;
- in data 16/07/2015 l'Accordo di Sovvenzione LIFE14 CCA/IT/001280 PRIMES "Preventing flooding RISks by Making resilient communitiES" è stato sottoscritto fra la ArPCiv-ER e l'Unione Europea – Commissione Direzione Generale Ambiente rappresentata dalla Agenzia Europea per la Piccola e Media Impresa (EASME);
  - il beneficiario coordinatore, sulla base e nel rispetto di quanto stabilito dalle "Condizioni Generali", allegato e parte integrante dell'Accordo di Sovvenzione, ha l'obbligo di concludere con tutti i beneficiari associati, un Accordo di partenariato nel quale descrivere la partecipazione tecnica e finanziaria al progetto di ciascun beneficiario;
  - il suddetto Accordo di partenariato dovrà essere firmato dal beneficiario coordinatore e dai beneficiari associati (partner) ed essere notificato alla Commissione contestualmente all'invio della relazione iniziale (01/06/2016);
  - il presente Accordo definisce le disposizioni per l'espletamento di una procedura di gara unica avente ad oggetto l'affidamento di servizi per la realizzazione del progetto LIFE14 CCA/IT/001280;

**convengono e stipulano quanto segue:**

#### **Art. 1 – OGGETTO**

Il presente Accordo è stipulato nell'ambito del progetto LIFE14 CCA/IT/001280 "Preventing flooding RISks by Making resilient communitiES", acronimo "LIFE - PRIMES".

Le premesse fanno parte integrante dell'Accordo.

Il progetto ha inizio il giorno 1 ottobre 2015 e si conclude il 31 luglio 2018.

L'Accordo di Sovvenzione, sottoscritto tra ArPCiv-ER e Unione Europea - che include, quale parte integrante, le condizioni speciali e le Condizioni Generali, il progetto e gli altri Allegati - prevale su ogni altro Accordo sottoscritto tra uno dei Partner e ArPCiv-ER.

#### **ART. 2 – PARTECIPANTI**

Partecipano al progetto i soggetti firmatari del presente Accordo, nei ruoli ed obblighi di cui alle categorie definite all'art. II.1 delle Condizioni Generali.

#### **ART. 3 – DURATA**

La durata del presente Accordo decorre dal momento in cui tutte le parti appongono firma in originale e termina cinque anni dopo la data corrispondente all'ultimo pagamento effettuato da ArPCiv-ER a ciascun Partner. E' fatto obbligo al Partner di proseguire per i cinque anni successivi al termine del Progetto nelle specifiche attività indicate dalle



Condizioni Generali e di consentire i controlli e le ispezioni come previsto dall'art. 19 del presente Accordo.

#### **ART. 4 - RUOLO E OBBLIGHI DI ARPCIV-ER**

I ruoli e gli obblighi in carico a ArPCiv-ER in quanto beneficiario coordinatore sono definiti nell'art. II.1.2 delle Condizioni Generali.

In virtù del mandato sottoscritto con la Commissione, solo ArPCiv-ER è autorizzata ad ottenere finanziamenti dalla Commissione e ad erogare ai Partner gli importi corrispondenti alla loro partecipazione al Progetto, secondo quanto indicato nell'art. 17 del presente Accordo.

ArPCiv-ER è l'unico referente della Commissione e l'unico partecipante che riferisce direttamente alla Commissione o a suoi delegati in merito all'avanzamento del Progetto sul piano tecnico e finanziario. ArPCiv-ER fornisce pertanto alla Commissione tutte le relazioni necessarie, ai sensi dell'art. II.23 delle Condizioni Generali e agli artt. 12 e 15 del presente Accordo. ArPCiv-ER è tenuta ad informare ciascun Partner su ogni evento significativo relativamente allo svolgimento del Progetto, sulle risposte della Commissione sui rapporti inviati, sulle richieste di modifiche, o altra comunicazione da parte della Commissione.

#### **ART. 5 - RUOLO E OBBLIGHI DEI PARTNER 2, 3, 4, 5 e 6**

Ciascun Partner:

- svolge le attività previste all'interno delle azioni di cui all'allegato II Form A4 all'Accordo di sovvenzione LIFE14 CCA/IT/001280", esclusivamente per le parti di competenza;
- condivide liberamente con ArPCiv-ER e con gli altri Partner il *know-how* necessario per l'esecuzione delle attività di cui all'Allegato;
- riferisce a ArPCiv-ER i progressi, le esperienze maturate e i problemi affrontati durante lo sviluppo del Progetto;
- nell'ambito delle azioni del Progetto svolge le attività di competenza al fine di contribuire quanto più possibile al raggiungimento degli obiettivi ivi indicati;
- affida a ArPCiv-ER l'incarico di firmare in suo nome e per suo conto l'Accordo di Sovvenzione con la Commissione e le eventuali modifiche successive. Il Partner incarica pertanto ArPCiv-ER di assumersi la totale responsabilità giuridica verso EASME e la Commissione durante la durata del presente Accordo per le attività del progetto;

- assicura la necessaria cooperazione per l'espletamento delle cicliche attività di verifica tecnico-finanziarie dell'andamento del Progetto svolte da ArPCiv-ER presso i beneficiari associati;
- ai fini dell'attuazione del progetto, non procede ad acquisti o attività non previste, anche come modi o tempi, se prima non approvate dall'Unione Europea, attraverso specifica richiesta di variazione inoltrata tramite ArPCiv-ER;
- accetta tutte le disposizioni contenute nell'Accordo di sovvenzione con l'Unione Europea, in particolare tutte le disposizioni che hanno implicazioni per i Partner e ArPCiv-ER. In particolare il Partner riconosce che, in virtù del mandato sottoscritto, ArPCiv-ER è l'unica autorizzata a ricevere finanziamenti dalla Commissione e ad erogare ai Partner gli importi corrispondenti e previsti nel Progetto per la propria partecipazione e realizzazione delle azioni di competenza;
- non riferisce direttamente alla Commissione in merito all'avanzamento del Progetto sul piano tecnico e finanziario, se non su esplicita richiesta di questa, informando preventivamente ArPCiv-ER e concordando con questa le modalità di risposta;
- opera al fine di supportare ArPCiv-ER nell'ottemperare agli obblighi nell'ambito dell'Accordo di sovvenzione. In particolare il Partner fornisce a ArPCiv-ER qualsiasi informazione o documento di natura tecnica e finanziaria che possa essere necessario non appena quest'ultima ne faccia richiesta;
- si impegna a contribuire finanziariamente al Progetto per l'importo indicato nella seguente tabella:

n.	Partner	Importo del co-finanziamento da parte del partner Euro
2.	ARPA EMR	222.467,00
3.	ERregione	218.933,00
4.	RA	177.536,00
5.	RM	209.192,00
6.	UNIVPM	154.571,00

- nei casi di ritardi di esecuzione o mancata o incompleta prestazione imputabili al Partner, il Partner stesso è ritenuto responsabile dell'eventuale danno arrecato all'intero Progetto e risponderà delle sanzioni applicate dalla Commissione;

- riferisce a ArPCiv-ER e, se necessario, agli altri Partner tutti i problemi incontrati durante lo svolgimento delle attività. Insieme a ArPCiv-ER si impegna a ricercare le soluzioni utili a superare tali problemi, in Accordo con quanto menzionato nel Progetto;
- in caso si riscontri la necessità di eventuali proroghe, il Partner si impegna a richiederle a ArPCiv-ER entro sei mesi dal termine previsto dalla specifica azione del Progetto per cui viene richiesta la proroga;
- si impegna a nominare il responsabile di Progetto oltre a quello finanziario nonché gli altri tecnici utili all'attuazione ed a comunicarne i nominativi ad ArPCiv-ER.

#### **ART. 6 - OBBLIGHI COMUNI DI ARPCIV-ER E DEI PARTNER**

ArPCiv-ER e ciascun Partner tengono registri contabili aggiornati conformemente ai normali principi contabili stabiliti dalla legge e dalle norme vigenti. Per tenere traccia delle spese e delle entrate, devono dotarsi di un sistema di contabilità analitica (contabilità per centri di costo). ArPCiv-ER e ciascun Partner conservano, per tutta la durata del Progetto e per almeno i cinque anni successivi al saldo del pagamento, i giustificativi di tutte le spese, le entrate e i ricavi del Progetto notificati alla Commissione, come ad esempio documenti di gara, fatture, ordini di acquisto, prove di pagamento, buste paga, fogli di presenza e altri documenti utilizzati per il calcolo e la dichiarazione delle spese. Tale documentazione deve essere chiara, precisa e adeguata e deve essere presentata qualora la Commissione la richieda.

ArPCiv-ER conserva copia di tutti i documenti giustificativi di tutti i beneficiari associati.

ArPCiv-ER ed il Partner si assicurano che tutte le fatture rechino espresso riferimento al Progetto Life con esplicita dicitura **LIFE14 CCA/IT/001280**, pena la non eleggibilità del documento.

Le fatture, dovranno indicare nella causale, con precisione, le singole voci che costituiscono il servizio prestato attraverso descrizioni chiare e costo di ciascuna voce

ArPCiv-ER non può operare, nel contesto del Progetto, in modo diretto o indiretto come fornitore o subfornitore del Partner o di altri beneficiari associati. Ciascun Partner non può operare, nel contesto del Progetto, in modo diretto o indiretto come fornitore o subfornitore della Regione o di altri Beneficiari associati.

ArPCiv-ER ed i Partner si impegnano alla realizzazione di tutto quanto previsto nelle schede contenute nel progetto **LIFE14 CCA/IT/001280 alla sezione C2** entro le scadenze ivi indicate. In particolare i partner si impegnano a rispettare le scadenze di cui al successivo art. 12 per la presentazione dei report all'Unione Europea.

ArPCiv-ER ed i Partner garantiscono la conservazione e la disponibilità in ogni momento di tutta la documentazione tecnica e amministrativa connessa al Progetto.

**ART. 7 - DISPOSIZIONI PER L'ACQUISIZIONE DI SERVIZI E FORNITURE NECESSARIE PER L'ATTUAZIONE DEL PROGETTO**

Per compiti specifici di durata determinata, un Progetto può fare ricorso anche a fornitori e subfornitori, che non sono beneficiari associati. Questi soggetti non effettuano alcun investimento finanziario nel Progetto e quindi non godono di alcun diritto di proprietà intellettuale in relazione ai risultati del Progetto.

L'eventuale aggiudicazione di contratti di servizi e forniture da parte dei Partner deve avvenire nel rispetto di quanto previsto all'art. II-9 delle Condizioni Generali allegate all'Accordo di sovvenzione nonché in conformità alle norme nazionali e alle direttive comunitarie in materia di appalti pubblici. In tale contesto ciascun Partner rispetta i principi di trasparenza e di pari trattamento ed evita ogni conflitto d'interesse.

Tutte le fatture dei fornitori devono recare espresso riferimento al Progetto **LIFE14 CCA/IT/001280**, pena la non ammissibilità del costo a progetto.

Le fatture devono inoltre essere sufficientemente precise per consentire di individuare le singole voci che costituiscono il servizio prestato attraverso descrizioni chiare e costo di ciascuna voce.

Nel rispetto delle normative citate, ArPCiv-ER e i partner 2, 3, 4, 5 e 6 hanno condiviso l'esigenza e le modalità per l'acquisizione dei servizi, per l'espletamento delle attività comuni a tutti i partner, di seguito elencati:

- a) Supporto al "project management" (tecnico e finanziario/amministrativo) nell'ambito dell'azione F1
- b) Supporto nella predisposizione del Communication and Visibility Plan design con elaborazione dell'Identità grafica di progetto e Ideazione e realizzazione dei LIFE PRIMES VIDEOS (4 video) nell'ambito dell'azione E1
- c) Omogeneizzazione e integrazione dei sistemi di monitoraggio e dei sistemi di Early Warning nell'ambito dell'azione C1 secondo le indicazioni dei partner di progetto;
- d) Implementazione del TOOL-KIT di PRIMES e sviluppo del portale WEB, in particolare l'attività C.2.1
- e) Supporto alla costruzione del dialogo con le comunità dei cittadini e suo sviluppo attraverso la creazione di Piani Locali per le azioni civiche e all'organizzazione di workshop locali con riferimento all'azione C3

pertanto hanno concordato sull'espletamento di una procedura di acquisto dei citati servizi in forma congiunta al fine di ottenere dal mercato le migliori condizioni possibili in termini di efficienza ed economicità dei servizi, garantendo in tal modo oltre a un ottimale utilizzo dei fondi assegnati al progetto anche lo svolgimento omogeneo delle attività.

Per la gestione delle procedure di scelta del contraente per l'esecuzione dei servizi di cui sopra (lett. dalla a) alla e)), tutti i beneficiari del progetto convengono di agire attraverso ARPA (ARPA EMR) quale stazione appaltante.

L'elenco contenente il dettaglio dei servizi da affidare, la ripartizione finanziaria degli stessi e le modalità operative sono riportate in allegato 2, parte integrante e sostanziale del presente Accordo.

Per l'affidamento dei servizi citati, con il presente atto ArPCiv-ER e i partner 3, 4, 5 e 6 conferiscono a ARPA-EMR (partner 2) mandato per lo svolgimento delle funzioni di stazione appaltante in nome e per conto delle amministrazioni partner del progetto LIFE14 CCA/IT/001280.

Con il soggetto aggiudicatario della gara di cui sopra, ciascun partner sottoscriverà un contratto avente ad oggetto le prestazioni di proprio interesse.

#### **ART. 8 - MODIFICHE AL PROGETTO**

Il Partner è tenuto ad informare ArPCiv-ER e ad ottenerne il preventivo consenso scritto prima di apportare qualsiasi modifica al Progetto.

In particolare, per ogni modifica delle attività, del ruolo tecnico, dei tempi di svolgimento, dei prodotti, del budget e qualsiasi altra modifica sostanziale (ai sensi dell'art. II.12 delle Condizioni Generali), il Partner inoltrerà tempestivamente e preventivamente richiesta scritta a ArPCiv-ER, che a propria volta richiederà alla Commissione l'autorizzazione per effettuare le modifiche. In ogni caso, le modifiche sostanziali saranno regolate in conformità all'articolo II - 12 delle Condizioni Generali.

Variazioni del contributo di progetto a favore del Partner sono ammesse solo a condizione che il Partner di concerto con ArPCiv-ER reperisca le risorse da altro finanziatore al fine di garantire la necessaria e corretta esecuzione del progetto.

Il Partner e ArPCiv-ER si impegnano a comunicare reciprocamente ogni variazione della propria struttura societaria o organizzativa che possa avere effetti negativi o positivi sullo svolgimento del progetto.

Nel caso vengano apportate modifiche sostanziali al progetto senza il necessario consenso di ArPCiv-ER e della Commissione, quest'ultima si riserva il diritto di rifiutarsi di cofinanziare le azioni modificate in questione e, se necessario, di annullare, sospendere o chiedere la restituzione integrale o parziale del sostegno finanziario.

Nel caso in cui tali modifiche siano apportate dal Partner, incluso il caso di recessione anticipata, il Partner verrà ritenuto responsabile per il danno arrecato al beneficiario e/o agli altri Partner.

#### **ART. 9 - RESPONSABILITÀ CIVILE**

In nessuna circostanza e per nessuna ragione né ArPCiv-ER né la Commissione possono essere ritenuti responsabili in caso di reclami derivanti dal presente Accordo relativamente a danni subiti dal personale o dai beni del Partner durante l'esecuzione del progetto. Né ArPCiv-ER né la Commissione accetteranno richieste di risarcimento o di rimborso relative ai reclami di cui sopra.

Il Partner è l'unico responsabile, di fronte a terzi, anche per i danni di ogni tipo che questi ultimi dovessero subire nel corso dell'esecuzione delle attività da svolgere sotto la propria responsabilità.

#### **ART. 10 - PROPRIETÀ E UTILIZZO DEI RISULTATI**

La Commissione, ArPCiv-ER ed i Partner saranno i comproprietari di tutti i documenti, e del *know how* maturato durante il progetto e avranno pertanto il libero accesso a tutti i dati e documenti.

Per tutte le pubblicazioni sarà richiesto l'Accordo dei Partner responsabili delle azioni durante le quali i relativi dati sono stati raccolti, e nelle quali i prodotti sono stati ottenuti, e questi Partner saranno inclusi come coautori nelle pubblicazioni. In tutte le pubblicazioni verrà espressamente citato l'apporto dato dal Programma Life.

Tutti i dati, documenti, cartografie e banche dati, prodotti dal Partner prima del progetto, sono e restano di esclusiva proprietà dello stesso.

Il materiale fotografico e altre immagini necessarie per la produzione di materiale di sensibilizzazione pubblica, rapporti, sito internet e altro materiale interno del progetto LIFE14 CCA/IT/001280 saranno forniti dal Partner senza costi aggiuntivi. La fonte del materiale usato verrà sempre citata.

#### **ART. 11 - CONFLITTO DI INTERESSI**

ArPCiv-ER ed i Partner si impegnano a prendere tutti i provvedimenti necessari per prevenire qualsiasi rischio di conflitto di interessi tale da compromettere l'imparzialità e l'obiettività nell'esecuzione del progetto. Un conflitto d'interessi può risultare in particolare da interessi economici, affinità politiche o nazionali, ragioni familiari o affettive o da ogni altra comunanza d'interessi.

Ogni situazione che crei un conflitto di interessi o che possa portare ad un simile conflitto durante l'esecuzione dell'Accordo di Sovvenzione deve essere immediatamente notificata per iscritto a ArPCiv-ER. Il Partner si impegna ad adottare immediatamente i provvedimenti necessari per rimediare a questa situazione. ArPCiv-ER e la Commissione si riservano il diritto di accertare che i provvedimenti adottati siano adeguati e, se necessario, potranno adottare provvedimenti supplementari.

#### **ART. 12 - RAPPORTI TECNICI DELLE ATTIVITÀ DI PROGETTO**

ArPCiv-ER deve informare regolarmente la Commissione dei progressi e dei risultati del progetto LIFE14 CCA/IT/001280 presentando le seguenti relazioni:

- relazione iniziale (progress report n. 1): **01/06/2016;**
- relazione intermedia (mid-term report): **01/04/2017;**
- relazione avanzamento attività (progress report n. 2): **01/03/2018;**
- relazione conclusiva (final report): **01/10/2018.**

Ciascun Partner, al fine di soddisfare le diverse esigenze organizzative e progettuali, deve informare regolarmente ArPCiv-ER dei progressi e dei risultati del Progetto presentando le seguenti informazioni e relazioni:

- entro e non oltre il **16/11/2015**: Designazione del Responsabile Tecnico e del Responsabile Amministrativo del progetto che parteciperanno alle riunioni del Comitato di pilotaggio (Steering Committee) ;
- entro e non oltre il **16/11/2015**: la lista dello staff che si prevede impegnare nel progetto;
- entro e non oltre il **30/04/2016**: informazioni dettagliate relative alle attività svolte nel primo periodo di attuazione del progetto sotto la responsabilità del Partner con le relative relazioni tecniche e prodotti risultanti dallo svolgimento delle attività stesse, ai fini della redazione della relazione iniziale (progress report n. 1);
- entro e non oltre il **28/02/2017**: informazioni dettagliate relative alle attività svolte fino a quel momento di esecuzione del progetto sotto la responsabilità del Partner con le relative relazioni tecniche e prodotti risultanti dallo svolgimento delle attività stesse, anche ai fini della redazione del rapporto intermedio (mid term report);
- entro e non oltre il **31/01/2018**: informazioni dettagliate relative alle attività svolte nel primo periodo di attuazione del progetto sotto la responsabilità del Partner con le relative relazioni tecniche e prodotti risultanti dallo svolgimento delle attività stesse, ai fini della redazione della relazione iniziale (progress report n. 2);
- entro e non oltre il **31/08/2018**: informazioni dettagliate relative alle attività svolte sotto la responsabilità del Partner con le relative relazioni tecniche e prodotti risultanti dallo svolgimento delle attività stesse, ai fini della redazione del rapporto finale (final report).

Inoltre, ArPCiv-ER può chiedere ai partner, in qualsiasi momento, informazioni specifiche sulla gestione tecnica e/o finanziaria del Progetto.

Le modalità di trasmissione di tutte le informazioni saranno definite in Accordo tra i partner durante il primo incontro del Comitato di pilotaggio (Steering Committee).

**ART. 13 - ATTIVITÀ DI COMUNICAZIONE, PUBBLICITÀ PER IL SUPPORTO DELL'UNIONE EUROPEA E PRODOTTI AUDIO-VIDEO**

Ciascun Partner deve pubblicizzare il progetto e i relativi risultati, indicando sempre il contributo comunitario ricevuto. In ciascuna relazione di attività dovranno essere fornite informazioni in proposito e copia del materiale prodotto.

Ciascun Partner è tenuto a pubblicizzare il sostegno ricevuto dalla Commissione in tutti i documenti e i media prodotti nell'ambito del progetto utilizzando i loghi LIFE forniti dalla Commissione. Per quanto riguarda i materiali prodotti nell'ambito di progetto (audiovisivi e non), deve essere fatta chiara ed esplicita menzione del sostegno erogato da LIFE (ad esempio "Con il contributo dello strumento finanziario LIFE dell'Unione Europea").

Il logo LIFE non può essere utilizzato come marchio di qualità o marchio di qualità ecologica e il suo uso deve essere limitato alle attività di divulgazione.

Nell'ambito del progetto, entro sei mesi dalla data di avvio delle attività (art. II.7.1.b delle Condizioni Generali), sarà creato un sito web per divulgare le attività, i progressi e i risultati del progetto. Ciascun Partner è tenuto a contribuire al sito web fornendo testi e materiale multimediale e fotografico. Il sito web deve essere attivato entro i termini previsti dal progetto, aggiornato regolarmente e mantenuto per almeno i cinque anni successivi alla conclusione del progetto.

ArPCiv-ER ed i Partner sono responsabili dell'esposizione di pannelli informativi che riportino raggugli sul progetto nei luoghi in cui quest'ultimo viene realizzato. I pannelli dovranno essere collocati in posizione strategica ed essere accessibili e visibili al pubblico. Il logo LIFE deve sempre figurare e andrà apposta la dicitura "Materiale realizzato con il contributo dello strumento finanziario LIFE dell'Unione Europea".

Tutti i beni durevoli acquistati nell'ambito del progetto devono recare il logo LIFE ed essere presi in carico in apposito registro.

Fatte salve le disposizioni del presente articolo e degli artt n. II.7 e 8 delle Condizioni Generali, la Commissione è autorizzata a pubblicare in qualsiasi forma e su qualsiasi supporto, compreso Internet, tutte le informazioni che considera pertinenti sul progetto o risultanti dal progetto. ArPCiv-ER ed i Partner cedono alla Commissione il diritto non esclusivo di riprodurre, doppiare se necessario, distribuire o utilizzare la produzione di audiovisivi del progetto, in tutto o in parte, senza limiti di tempo, a scopi non commerciali, anche nel corso di manifestazioni pubbliche. La Commissione non sarà tuttavia considerata "coproduttore" dei programmi. La Commissione si riserva il diritto di utilizzare le foto allegate alle relazioni iniziale, intermedia e finale per illustrare il materiale informativo da essa prodotto e si impegna a citarne la fonte, indicando il numero di riferimento del progetto.



#### **ART. 14 – RISERVATEZZA**

ArPCiv-ER ed i Partner sono tenuti a rispettare la riservatezza di tutti i documenti, informazioni o altro materiale trasmessi a titolo riservato, se la rivelazione del loro contenuto può essere causa di danno per un Partner del progetto o per la Commissione. Le parti restano vincolate a tale obbligo anche dopo la data di conclusione del progetto. I dati personali contenuti nel progetto saranno inseriti in uno strumento elettronico di gestione messo a disposizione della Commissione, delle altre istituzioni dell'Unione Europea e di un gruppo di controllo esterno; tutte queste parti sono tenute alla riservatezza. Lo strumento di gestione è utilizzato al solo fine di gestire i progetti LIFE.

#### **ART. 15 - RENDICONTAZIONE FINANZIARIA**

Il Partner è tenuto a rendicontare a ArPCiv-ER le spese effettuate nell'ambito del progetto seguendo le indicazioni riportate nelle Condizioni Generali, in particolare nella parte b) “Disposizioni finanziarie e reporting”.

Per tutta la durata del progetto, il Partner fornirà il riepilogo delle spese, accompagnato dalle copie dei relativi giustificativi, entro scadenze che saranno stabilite dal Comitato di pilotaggio (Steering Committee) .

ArPCiv-ER riterrà non accettabili i rendiconti e i giustificativi di spesa che non soddisfano le norme indicate nelle Condizioni Generali e in particolare che non riportino informazioni come la data di emissione delle fatture, una descrizione adeguata dei beni/servizi acquistati, giustificativi idonei comprovanti le spese sostenute etc. In ogni caso, le spese, necessarie per lo svolgimento delle attività previste, dovranno essere sostenute per intero al fine di poter richiedere il rimborso delle stesse alla Commissione. Tali spese saranno rimborsate solo a condizione che la Commissione ritenga accettabili i rendiconti presentati.

Tutti i rendiconti finanziari saranno accompagnati da copie fotostatiche o elettroniche di tutti i giustificativi prodotti da ciascun Partner nell’ambito del Progetto in argomento, tra cui fogli di presenza (timesheets), documenti e copia delle buste paga del personale.

Nell'eventualità che la Commissione richieda chiarimenti e ulteriori informazioni su spese affrontate dai Partner, quest'ultimo è tenuto a fornire le informazioni richieste ad ArPCiv-ER entro e non oltre 5 giorni lavorativi.

#### **ART. 16 - COSTI ELEGGIBILI STIMATI E CONTRIBUTO FINANZIARIO DI CIASCUN PARTNER AL PROGETTO**

Conformemente a quanto indicato nelle schede A4 del Progetto, ciascun Partner svolgerà le azioni di progetto sotto la propria responsabilità per i costi stimati indicati nelle seguenti tabelle:

**Agenzia Regionale di Protezione Civile dell'Emilia-Romagna (ArPCiv-ER)**

Beneficiario incaricato del coordinamento (Partner n. 1)

<b>Project action</b>	<b>Personnel</b>	<b>Travel</b>	<b>External assistance</b>	<b>Consumables</b>	<b>Other</b>	<b>Overheads</b>	<b>Total</b>
A1 DESIGNING INTEGRATED BASELINE SCENARIOS	31.267,00						31.267,00
C1 HOMOGENEISATION and INTEGRATION of MONITORING and WARNING SYSTEMS	21.444,00	1.070,00					22.514,00
C2 IMPLEMENTATION of the PRIMES TOOL-KIT and development of the WEB-PORTAL	38.432,00						38.432,00
C3 BUILDING THE DIALOGUE and COMMUNITY EMPOWERMENT Through LOCAL DEVELOPMENT PLANS for CIVIC ACTIONS	54.752,00	1.500,00	10.000,00		29.000,00		95.252,00
D1 RISK PERCEPTION and COMUNITY RESILIENT ANALYSIS	24.464,00						24.464,00
D2 ANALYSIS OF EXPECTED IMPACTS ON THE LOCAL ECONOMY AND ENVIRONMENT	6.968,00						6.968,00
E1 COMMUNICATION and DISSEMINATION	61.632,00	12.300,00	30.000,00	40.000,00	27.000,00		170.932,00
F1 PROJECT MANAGEMENT & CONTROL	34.870,00	3.280,00	40.000,00		5.000,00		83.150,00
F2 NETWORKING with other LIFE and /or non-LIFE projects	9.314,00	530,00					9.844,00
F3 MONITORING OF THE PROJECT PROGRESS	9.314,00						9.314,00
Overheads						34.448,00	34.448,00
<b>Totale euro</b>	<b>292.457,00</b>	<b>18.680,00</b>	<b>80.000,00</b>	<b>40.000,00</b>	<b>61.000,00</b>	<b>34.448,00</b>	<b>526.585,00</b>

**Agenzia Regionale per la prevenzione e l'ambiente dell'Emilia-Romagna (ARPA-EMR)**

*Beneficiario Associato (Partner 2)*

<b>Project action</b>	<b>Personnel</b>	<b>Travel</b>	<b>External assistance</b>	<b>Consumables</b>	<b>Other</b>	<b>Overheads</b>	<b>Total</b>
A1 DESIGNING INTEGRATED BASELINE SCENARIOS	13.720,00		30.000,00	5.000,00			48.720,00
C1 HOMOGENEISATION and INTEGRATION of MONITORING and WARNING SYSTEMS	12.854,00	1.070,00					13.924,00
C2 IMPLEMENTATION of the PRIMES TOOL-KIT and development of the WEB-PORTAL	62.840,00		10.000,00				72.840,00
C3 BUILDING THE DIALOGUE and COMMUNITY EMPOWERMENT Through LOCAL DEVELOPMENT PLANS for CIVIC ACTIONS	20.088,00	1.500,00					21.588,00
D1 RISK PERCEPTION and COMUNITY RESILIENT ANALYSIS	14.764,00						14.764,00
D2 ANALYSIS OF EXPECTED IMPACTS ON THE LOCAL ECONOMY AND ENVIRONMENT	4.068,00						4.068,00
E1 COMMUNICATION and DISSEMINATION	32.386,00	8.000,00		10.000,00	20.000,00		70.386,00
F1 PROJECT MANAGEMENT & CONTROL	39.128,00	2.040,00	30.000,00		4.000,00		75.168,00
F2 NETWORKING with other LIFE and /or non-LIFE projects	9.128,00	530,00					9.658,00
F3 MONITORING OF THE PROJECT PROGRESS	9.128,00						9.128,00
Overheads						23.817,00	23.817,00
<b>Totale euro</b>	<b>218.104,00</b>	<b>13.140,00</b>	<b>70.000,00</b>	<b>15.000,00</b>	<b>24.000,00</b>	<b>23.817,00</b>	<b>364.061,00</b>

**Regione Emilia Romagna - Direzione Generale Ambiente e Difesa del Suolo e della Costa (ERregione)**  
**Beneficiario Associato (Partner 3)**

<b>Project action</b>	<b>Personnel</b>	<b>Travel</b>	<b>External assistance</b>	<b>Consumables</b>	<b>Other</b>	<b>Overheads</b>	<b>Total</b>
A1 DESIGNING INTEGRATED BASELINE SCENARIOS	14.152,00						14.152,00
C1 HOMOGENEISATION and INTEGRATION of MONITORING and WARNING SYSTEMS	14.152,00	1.070,00					15.222,00
C2 IMPLEMENTATION of the PRIMES TOOL-KIT and development of the WEB-PORTAL	58.580,00		50.000,00				108.580,00
C3 BUILDING THE DIALOGUE and COMMUNITY EMPOWERMENT Through LOCAL DEVELOPMENT PLANS for CIVIC ACTIONS	18.412,00	1.500,00		5.000,00	20.000,00		44.912,00
D1 RISK PERCEPTION and COMUNITY RESILIENT ANALYSIS	13.132,00						13.132,00
D2 ANALYSIS OF EXPECTED IMPACTS ON THE LOCAL ECONOMY AND ENVIRONMENT	4.084,00						4.084,00
E1 COMMUNICATION and DISSEMINATION	34.030,00	8.000,00		10.000,00	26.000,00		78.030,00
F1 PROJECT MANAGEMENT & CONTROL	37.138,00	2.080,00	25.000,00		4.000,00		68.218,00
F2 NETWORKING with other LIFE and /or non-LIFE projects	10.480,00	530,00					11.010,00
F3 MONITORING OF THE PROJECT PROGRESS	10.480,00						10.480,00
Overheads						25.747,00	25.747,00
<b>Totale euro</b>	<b>214.640,00</b>	<b>13.180,00</b>	<b>75.000,00</b>	<b>15.000,00</b>	<b>50.000,00</b>	<b>25.747,00</b>	<b>393.567,00</b>

**Regione Abruzzo (RA)**  
**Beneficiario Associato (Partner 4)**

<b>Project action</b>	<b>Personnel</b>	<b>Travel</b>	<b>External assistance</b>	<b>Consumables</b>	<b>Other</b>	<b>Overheads</b>	<b>Total</b>
A1 DESIGNING INTEGRATED BASELINE SCENARIOS	12.732,00						12.732,00
C1 HOMOGENEISATION and INTEGRATION of MONITORING and WARNING SYSTEMS	18.138,00	1.020,00					19.158,00
C2 IMPLEMENTATION of the PRIMES TOOL-KIT and development of the WEB-PORTAL	22.738,00						22.738,00
C3 BUILDING THE DIALOGUE and COMMUNITY EMPOWERMENT Through LOCAL DEVELOPMENT PLANS for CIVIC ACTIONS	18.432,00	1.500,00	10.000,00	5.000,00	35.000,00		69.932,00
D1 RISK PERCEPTION and COMUNITY RESILIENT ANALYSIS	15.288,00						15.288,00
D2 ANALYSIS OF EXPECTED IMPACTS ON THE LOCAL ECONOMY AND ENVIRONMENT	4.182,00						4.182,00
E1 COMMUNICATION and DISSEMINATION	45.154,00	7.240,00		15.000,00	21.000,00		88.394,00
F1 PROJECT MANAGEMENT & CONTROL	22.708,00	3.520,00	20.000,00		1.500,00		47.728,00
F2 NETWORKING with other LIFE and /or non-LIFE projects	7.532,00	520,00					8.052,00
F3 MONITORING OF THE PROJECT PROGRESS	7.150,00						7.150,00
Overheads						20.674,00	20.674,00
<b>Totale euro</b>	<b>174.054,00</b>	<b>13.800,00</b>	<b>30.000,00</b>	<b>20.000,00</b>	<b>57.500,00</b>	<b>20.674,00</b>	<b>316.028,00</b>

**Regione Marche (RM)**

Beneficiario Associato (Partner 5)

<b>Project action</b>	<b>Personnel</b>	<b>Travel</b>	<b>External assistance</b>	<b>Consumables</b>	<b>Other</b>	<b>Overheads</b>	<b>Total</b>
A1 DESIGNING INTEGRATED BASELINE SCENARIOS	13.760,00						13.760,00
C1 HOMOGENEISATION and INTEGRATION of MONITORING and WARNING SYSTEMS	13.846,00	850,00	20.000,00				34.696,00
C2 IMPLEMENTATION of the PRIMES TOOL-KIT and development of the WEB-PORTAL	60.214,00						60.214,00
C3 BUILDING THE DIALOGUE and COMMUNITY EMPOWERMENT Through LOCAL DEVELOPMENT PLANS for CIVIC ACTIONS	18.510,00	1.500,00	10.000,00	5.000,00	30.000,00		65.010,00
D1 RISK PERCEPTION and COMUNITY RESILIENT ANALYSIS	13.868,00						13.868,00
D2 ANALYSIS OF EXPECTED IMPACTS ON THE LOCAL ECONOMY AND ENVIRONMENT	3.516,00						3.516,00
E1 COMMUNICATION and DISSEMINATION	33.188,00	6.900,00		20.000,00	26.000,00		86.088,00
F1 PROJECT MANAGEMENT & CONTROL	29.138,00	3.400,00	25.000,00		1.500,00		59.038,00
F2 NETWORKING with other LIFE and /or non-LIFE projects	9.716,00	440,00					10.156,00
F3 MONITORING OF THE PROJECT PROGRESS	9.334,00						9.334,00
Overheads						24.897,00	24.897,00
<b>Totale euro</b>	<b>205.090,00</b>	<b>13.090,00</b>	<b>55.000,00</b>	<b>25.000,00</b>	<b>57.500,00</b>	<b>24.897,00</b>	<b>380.577,00</b>

**Università Politecnica delle Marche (UNIVPM)**  
**Beneficiario Associato (Partner 6)**

<b>Project action</b>	<b>Personnel</b>	<b>Travel</b>	<b>External assistance</b>	<b>Consumables</b>	<b>Other</b>	<b>Overheads</b>	<b>Total</b>
A1 DESIGNING INTEGRATED BASELINE SCENARIOS	21.335,00						21.335,00
C1 HOMOGENEISATION and INTEGRATION of MONITORING and WARNING SYSTEMS	35.975,00	420,00					36.395,00
C2 IMPLEMENTATION of the PRIMES TOOL-KIT and development of the WEB-PORTAL	38.530,00						38.530,00
C3 BUILDING THE DIALOGUE and COMMUNITY EMPOWERMENT Through LOCAL DEVELOPMENT PLANS for CIVIC ACTIONS	37.210,00	750,00			5.000,00		42.960,00
D1 RISK PERCEPTION and COMUNITY RESILIENT ANALYSIS	59.950,00	3.500,00	25.000,00	5.000,00			93.450,00
D2 ANALYSIS OF EXPECTED IMPACTS ON THE LOCAL ECONOMY AND ENVIRONMENT	16.395,00						16.395,00
E1 COMMUNICATION and DISSEMINATION	56.145,00	3.900,00		5.000,00	10.000,00		75.045,00
F1 PROJECT MANAGEMENT & CONTROL	7.030,00	1.660,00	20.000,00		1.500,00		30.190,00
F2 NETWORKING with other LIFE and /or non-LIFE projects	2.750,00	470,00					3.220,00
F3 MONITORING OF THE PROJECT PROGRESS	3.180,00						3.180,00
Overheads						25.249,00	25.249,00
<b>Totale euro</b>	<b>278.500,00</b>	<b>10.700,00</b>	<b>45.000,00</b>	<b>10.000,00</b>	<b>16.500,00</b>	<b>25.249,00</b>	<b>385.949,00</b>

ArPCiv-ER i partner cofinanzieranno il progetto con risorse finanziarie proprie un totale di € 1.281.006,00 (unmilione duecentottantunomilasei/00) come da seguente tabella:

n.	Partner	Importo del co-finanziamento da parte del partner Euro
1	ArPCiv-ER	298.307,00
2.	ARPA EMR	222.467,00
3.	ERregione	218.933,00
4.	RA	177.536,00
5.	RM	209.192,00
6.	UNIVPM	154.571,00

Sulla base delle cifre sopra riportate, ciascun Partner riceverà da ArPCiv-ER l'importo massimo indicato in tabella come quota parte del cofinanziamento ricevuto dalla Commissione per un totale di € 1.085.761,00 (unmilione ottantacinquemilasettecentosessantuno/00).

n.	Partner	Importo del co-finanziamento da parte del partner Euro
2.	ARPA EMR	141.594,00
3.	ERregione	174,634,00
4.	RA	138,492,00
5.	RM	171,385,00
6.	UNIVPM	231,378,00

Sia il contributo della Commissione sia il cofinanziamento vengono utilizzati da ciascun partner in conformità al budget riportato in progetto.



Ciascun Partner è responsabile per la gestione del budget stimato per le attività che verranno realizzate all'interno delle azioni che si svolgono sotto la propria responsabilità, secondo quanto stabilito dalle Condizioni Generali.

Per le spese di progetto, ciascun Partner fa riferimento alla lista dei costi ammissibili menzionati all'art. II.19 delle Condizioni Generali.

Le spese affrontate da ciascun Partner saranno controllate e riviste regolarmente durante lo svolgimento del progetto. In Accordo con ArPCiv-ER, che provvederà a tener conto di tutti i costi del progetto a carico di ciascun Partner, i totali riportati nel presente articolo possono essere modificati, a condizione che le modifiche apportate siano in linea con quanto espressamente specificato nelle Condizioni Generali riguardanti il budget del progetto.

Tutti i rendiconti, giustificativi e altre documentazioni finanziarie che non vengano consegnati secondo le indicazioni e i modelli forniti nelle Condizioni Generali e/o nel sito web del programma LIFE ( <http://ec.europa.eu/environment/life/toolkit/pmtools/index.htm>) non saranno considerati ammissibili e pertanto non verranno rimborsati.

Ciascun Partner accetta che eventuali profitti, generati dal progetto durante la fase di realizzazione dello stesso, siano considerati introiti diretti del progetto. I profitti devono sempre essere dichiarati e ArPCiv-ER ridurrà il contributo finanziario per riequilibrare entrate e spese.

Ciascun Partner si impegna a rimborsare a ArPCiv-ER gli importi versati in eccedenza rispetto ai reali costi ammissibili, secondo le modalità e nei termini fissati dalla Commissione. Inoltre il Partner rimborserà a ArPCiv-ER i costi per le attività di sua pertinenza che non saranno eventualmente svolte, fornendo giustificazioni che spiegheranno le ragioni che hanno impedito lo svolgimento delle attività stesse. Ciascun Partner si impegna a fare tutti gli sforzi possibili per sviluppare tutte le attività del progetto dichiarate sotto la propria responsabilità.

Le spese totali finali saranno basate sulla valutazione del report finanziario finale da parte della Commissione, ed in particolare sui costi considerati ed accettati come ammissibili. Qualora la Commissione non consideri accettabili le attività svolte dal Partner, l'importo dei costi delle stesse resterà a carico del Partner ed il relativo importo sarà dedotto dal contributo finanziario della Commissione.

#### **ART. 17 - MODALITÀ DI PAGAMENTO**

Ciascun Partner riceverà da ArPCiv-ER il contributo della Commissione con le seguenti modalità:

- **Prefinanziamento:** pari al 30% del contributo della Commissione previsto per ciascun Partner. ArPCiv-ER, a seguito del ricevimento del prefinanziamento e della richiesta di pagamento inoltrata dal Partner, verserà tale quota al Partner e comunque solo successivamente alla sottoscrizione del presente Accordo;

- **Prefinanziamento intermedio:** pari al 40% del contributo della Commissione previsto per ciascun Partner a condizione che almeno il 100 % del versamento precedente sia stato effettivamente speso. Tale somma sarà versata dietro presentazione di un rendiconto finanziario (accompagnato dalle fotocopie dei giustificativi di spesa quietanzati) secondo gli standard previsti dalla Commissione e di una richiesta di pagamento inoltrata a ArPCiv-ER;
- **Pagamento finale:** la rimanenza del contributo della Commissione sarà versato a ciascun Partner a condizione che la Commissione approvi i rapporti finali tecnico e finanziario come indicato nell'articolo II-23 delle Condizioni Generali.

I versamenti saranno effettuati a condizione:

- che ArPCiv-ER abbia ricevuto il relativo versamento da parte della Commissione;
- che il Partner sia in regola con lo svolgimento delle azioni e la consegna dei prodotti secondo quanto indicato negli artt. 12 e 15 del presente Accordo (con esclusione del primo versamento).

L'eventuale costo applicato dalla banca per il bonifico bancario verrà disposto a carico del Partner.

Ciascun Partner accetta che il contributo finanziario della Commissione non costituisca un credito nei confronti della Commissione e che pertanto non possa in alcun modo essere assegnato a un altro organismo o trasferito a terzi.

#### **ART. 18 – ATTIVITÀ DI AUDIT DA PARTE DELLA COMMISSIONE**

In base all'Accordo stipulato tra ArPCiv-ER e EASME per il finanziamento del progetto, quest'ultima, o un mandatario da essa debitamente autorizzato, può sottoporre i Partner a un controllo finanziario, anche in loco, in qualsiasi momento durante l'esecuzione del progetto e fino a cinque anni dopo il versamento del saldo del contributo di cui all'articolo II.27.1 delle Condizioni Generali.

Il controllo finanziario in questione ha carattere riservato.

EASME/La Commissione o i suoi eventuali mandatarie autorizzati devono poter accedere alla documentazione necessaria per verificare l'ammissibilità delle spese sostenute dai partecipanti al progetto, come fatture, estratti dei fogli paga, ordini di acquisto, prove di pagamento, fogli di presenza e qualsiasi altro documento utilizzato per il calcolo e la dichiarazione delle spese.

EASME/La Commissione provvede affinché i suoi mandatarie autorizzati trattino con la dovuta riservatezza i dati cui hanno accesso o che sono stati loro forniti.

EASME/La Commissione può verificare l'uso che il Partner fa del contributo finanziario della Commissione.

Sulla base delle conclusioni del controllo finanziario, EASME/la Commissione adotta tutte le misure ritenute opportune, compresa l'eventuale emissione di un ordine di recupero per la totalità o una parte dei pagamenti erogati.

La Corte dei conti europea può verificare, secondo le proprie procedure, l'uso che è stato fatto del contributo finanziario erogato dalla Comunità nel quadro del presente Accordo.

A norma del regolamento (EC) No 883/2013 del Parlamento Europeo e del Consiglio, anche l'Ufficio europeo per la lotta antifrode (OLAF) può effettuare controlli e verifiche in loco secondo le procedure previste dalla normativa comunitaria per la tutela degli interessi finanziari delle Comunità europee contro le frodi e altre irregolarità. L'esito di tali controlli potrà eventualmente condurre a decisioni di recupero da parte della Commissione.

#### **ART. 19 - CONTROLLI ED ISPEZIONI**

Ciascun Partner s'impegna a garantire al personale di ArPCiv-ER e della Commissione e alle persone da essa autorizzate un accesso adeguato ai luoghi e ai locali in cui viene realizzato il progetto e a tutti i documenti relativi alla gestione tecnica e finanziaria dello stesso. L'accesso delle persone autorizzate dalla Commissione può essere subordinato al rispetto di regole di riservatezza da concordare tra la Commissione e ArPCiv-ER.

I controlli in questione possono essere effettuati fino a cinque anni dopo il saldo di cui all'articolo II.27.1 delle Condizioni Generali. I controlli in questione hanno carattere riservato.

Il soggetto controllato fornisce adeguata assistenza alla Commissione o ai suoi mandatarî autorizzati.

#### **ART. 20 – PROTEZIONE DATI PERSONALI**

La Commissione, ArPCiv-ER ed il Partner sono tenuti a conformarsi al regolamento (CE) n. 45/2001 del Parlamento europeo e del Consiglio del 18 dicembre 2000, concernente la tutela delle persone fisiche in relazione al trattamento dei dati personali da parte delle Istituzioni e degli Organismi dell'Unione, nonché alle disposizioni riguardanti la libera circolazione dei dati.

Trovano altresì applicazione nei rapporti tra le parti le norme dettate in materia di protezione dei dati personali dalla legislazione nazionale italiana, contenute nel D.Lgs. n. 196/2003 e ss.mm.ii.

#### **ART. 21 – RISOLUZIONE DELLE CONTROVERSIE (ALTERNATIVE DISPUTE RESOLUTION)**

Ogni controversia nascente da o collegata a questo Accordo dovrà essere oggetto di un tentativo di composizione amichevole e segnalata, in primis, al Comitato di Pilotaggio del progetto che, entro 30 giorni dalla data di ricevimento di comunicazione formale della controversia (Raccomandata A.R. oppure invito tramite PEC) da parte del partner coinvolto al Beneficiario coordinatore, dovrà indire un incontro. Durante l'incontro, il

Comitato di Pilotaggio dovrà individuare una soluzione accettata dalle parti in conflitto o, in alternativa, individuare una terza persona neutrale e qualificata il cui parere dovrà essere tenuto in debita considerazione dai partner per la risoluzione della contesa. Qualora anche così non sia possibile giungere ad un Accordo, si procederà ricorrendo al giudice amministrativo.

#### **ART. 22 – ALTRO**

Il presente Accordo è costituito da 23 articoli e dagli allegati di seguito elencati:

- allegato n. 1 “Accordo di Sovvenzione LIFE14 CCA/IT/001280” sottoscritto in data 16 luglio 2015 tra EASME e il Beneficiario coordinatore;
  - allegato n. 2 Acquisizione di servizi per l’espletamento delle attività comuni a tutti i partner del progetto LIFE14 CCA/IT/001280 PRIMES
- che ne sono parte integrante e sostanziale.

Ciascun Partner dichiara

- di avere una precisa conoscenza dell’Accordo di sovvenzione stipulato tra ArPCiv-ER e EASME compresi tutti gli allegati – in particolare le Condizioni Generali e il Progetto così come approvato dall’Unione Europea, inviato da ArPCiv-ER ai partner con lettera PC/2015/0009622 del 28/08/2015;
- accetta tutte le condizioni contenute nell’Accordo di sovvenzione e si impegna a rispettarle durante tutto il periodo di validità del presente Accordo.

La Commissione può far valere nei confronti del Partner gli stessi diritti e garanzie che si applicano nei confronti di ArPCiv-ER.

#### **ART. 23 – FORO COMPETENTE E LEGGE APPLICABILE**

In caso di controversia nell’interpretazione o esecuzione del presente atto, anche in riferimento a quanto indicato al precedente art. 21, il Foro competente sarà quello di Bologna. Al presente Accordo sono applicabili le norme di legge previste dall’ordinamento dello Stato Italiano.

Per l' ArPCiv-ER Beneficiario coordinatore e Partner 1

Maurizio Mainetti\*

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*sottoscrizione con firma digitale ai sensi del d. lgs. 82/2005 e s.m.i.*

Per il Partner n.2

Carlo Cacciamani\*

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*sottoscrizione con firma digitale ai sensi del d. lgs. 82/2005 e s.m.i.*

Per il Partner n.3

Giuseppe Bortone\*

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*sottoscrizione con firma digitale ai sensi del d. lgs. 82/2005 e s.m.i.*

Per il Partner n.4

Antonio Iovino\*

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*sottoscrizione con firma digitale ai sensi del d. lgs. 82/2005 e s.m.i.*



Per il Partner n.5

Principi Marcello\*

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*sottoscrizione con firma digitale ai sensi del d. lgs. 82/2005 e s.m.i.*

Per il Partner n.6

Sauro Longhi\*

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*sottoscrizione con firma digitale ai sensi del d. lgs. 82/2005 e s.m.i.*

Allegato n. 2

Acquisizione di servizi, per l'espletamento delle attività comuni a tutti i partner del progetto **LIFE14 CCA/IT/001280 PRIMES**

### **PREMESSO**

- che è stata condivisa tra l'Agenzia Regionale di Protezione civile dell'Emilia-Romagna e i partner del progetto **LIFE14 CCA/IT/001280** l'esigenza di appaltare esternamente i servizi elencati nella sotto riportata tabella 1;
- che è stata ravvisata tra le parti l'opportunità di realizzare una procedura di acquisto dei suddetti servizi in forma congiunta al fine di ottenere dal mercato le migliori condizioni possibili in termini di efficienza ed economicità dei medesimi;
- che, con la sottoscrizione dell' *Accordo di collaborazione per la realizzazione del progetto LIFE14 CCA/IT/001280 "Preventing flooding risks by Making resilient communities PRIMES"* tutti i beneficiari del progetto convengono di agire attraverso ARPA (ARPA- EMR) quale stazione appaltante per l'affidamento di servizi condivisi e a beneficio di tutti i partecipanti al progetto *LIFE14 CCA/IT/001280*;

con il presente allegato, parte integrante e sostanziale dell' Accordo citato in premessa, sono stabilite le modalità tramite le quali la stazione appaltante andrà ad operare:

#### **1)Elenco dei servizi da affidare e ripartizione dei costi presunti**

ARPA EMR quale ente responsabile della procedura di individuazione del fornitore e aggiudicazione della fornitura, tramite i referenti di cui al successivo punto 2), elaborerà gli atti necessari per l'indizione della procedura di gara, da espletarsi entro sei mesi dalla data di avvio della procedura, con l'obiettivo di addivenire alla sottoscrizione di contratti efficaci possibilmente entro il primo semestre 2016.

I servizi da affidare, con i relativi costi a carico di ciascun partecipante al progetto LIFE sono elencati in tabella 1 a).

#### **2)Individuazione e compiti dei referenti per le procedure di acquisto**

Il beneficiario coordinatore e ciascun partner di progetto individuano propri referenti tecnici e/o amministrativi, per partecipare alle attività funzionali all'elaborazione degli atti di gara per l'affidamento dei servizi di cui al punto 1.

Compito dei referenti sarà in particolare la definizione dei contenuti dei capitolati, delle prescrizioni tecniche e delle clausole contrattuali, nonché garantire il raccordo fra i partner e ARPA EMR al fine della tempestiva approvazione, da parte degli organi competenti, dei documenti di gara.

### 3)Compiti di ARPA EMR per le funzioni di stazione appaltante

ARPA EMR predisporrà la documentazione prevista dalla normativa vigente per l'espletamento della gara in raccordo con i referenti di cui al punto 2.

I documenti di gara che ARPA EMR predisporrà dovranno essere approvati formalmente da ciascun partner con proprio atto; successivamente a tale approvazione, ARPA EMR provvederà all'espletamento della procedura di gara in tutte le sue fasi, ivi compresi gli obblighi di pubblicità e di comunicazione previsti in materia e la verifica del possesso dei requisiti da parte dell'aggiudicatario individuato e provvederà alla aggiudicazione definitiva dei servizi.

Sarà cura di ARPA EMR informare i partner dell'esito della gara mentre sarà compito di ciascun partner sottoscrivere il contratto secondo lo schema che sarà allegato agli atti di gara entro i limiti del budget definito per ciascun partner in tabella 1 a) e 1 b) e provvedere agli adempimenti relativi alla fase di esecuzione del contratto.

### 4)Nomina della Commissione per la valutazione delle offerte

Si conviene che i membri della Commissione per la valutazione dell'offerta economicamente più vantaggiosa (ai sensi all'art. 84 del D. Lgs. 163/2006 e s.m.i) sono designati come segue:

1 membro nominato dal Beneficiario Coordinatore;

1 membro nominato da ARPA EMR partner n. 2;

1 membro nominato da Regione Marche partner n. 5.

### 5)Contenzioso

La gestione giudiziaria e stragiudiziale del contenzioso che dovesse derivare dall'espletamento della procedura di gara sarà effettuata da ARPA EMR mentre i costi saranno a carico di tutti i beneficiari del progetto, in misura proporzionale all'importo confluente a gara.

Tabella 1 a) :

Attività n.	DESCRIZIONE ATTIVITA'	BUDGET IN AFFIDAMENTO	BUDGET reso disponibile da ciascun PP	
		EURO (Iva inclusa)	Partner	EURO (Iva inclusa)
1	<b>PROJECT MANAGEMENT – F1</b>  Support for project management (technical and financial issues)	<b>160.000,00</b>	PP n. 1 - Agenzia di Protezione Civile dell'Emilia-Romagna (ArPCiv-ER)	40.000,00
			PP n. 2 - Agenzia Regionale per la prevenzione e l'ambiente dell'Emilia-	30.000,00



		PP n. 6 - Università Politecnica delle Marche (UNIVPM)	1.500,00
	<u>Supporto organizzazione eventi, sviluppo dei contenuti/programmi, gestione della segreteria di progetto: invio mail; gestione contatti e inviti; gestione rapporti con speakers qualificati individuati dai partner di progetto (50% del budget di ogni partner in capo alla voce "Organization of Communication events (Starting and Final International Conference and local communication events, National communication events for project networking)" -</u>	PP n. 1 - Agenzia di Protezione Civile dell'Emilia-Romagna (APCiv-ER)	10.000,00
		PP n. 2 - Agenzia Regionale per la prevenzione e l'ambiente dell'Emilia-Romagna (ARPA-EMR)	5.000,00
		PP n. 3 - Regione Emilia-Romagna Regione Emilia Romagna - Direzione Generale Ambiente e Difesa del Suolo e della Costa (ERegione)	5.000,00
	<u>Supporto organizzazione eventi, sviluppo dei contenuti/programmi, gestione della segreteria di progetto (50% del budget di ogni partner in capo alla voce "Cost for participation at European and National events and conferences",)</u>	PP n. 4 - Regione Abruzzo (RA)	5.000,00
		PP n. 5 - Regione Marche (RM)	7.500,00
	LIFE PRIMES VIDEOS (4 video - 3 partner))	PP n. 3 - Regione Emilia-Romagna Regione Emilia Romagna - Direzione Generale Ambiente e Difesa del Suolo e della Costa (ERegione)	12.000,00
		PP n. 4 - Regione Abruzzo (RA)	2.000,00
		PP n. 5 - Regione Marche (RM)	2.000,00

Attività n.	DESCRIZIONE ATTIVITA'	BUDGET IN AFFIDAMENTO	BUDGET reso disponibile da ciascun PP	
		EURO (Iva inclusa)	Partner	EURO (Iva inclusa)
3	<b>TECHNICAL ACTIONS – C1; C2; C3</b>	125.000,00		
	<p><b>C1 - HOMOGENEISATION and INTEGRATION of MONITORING and WARNING SYSTEMS</b>            technical Expert for supporting elaboration of 3 standard protocols for the harmonization of procedures (data/info; management; communication).</p>		PP n. 5 -Regione Marche (RM)	20.000,00
	<p><b>C2 - IMPLEMENTATION of the PRIMES TOOL-KIT and development of the WEB-PORTAL</b>            C.2.1 - development of digital tool for web professional</p>		PP n. 2 - Agenzia Regionale per la prevenzione e l'ambiente dell'Emilia-Romagna (ARPA EMR)	10.000,00
	<p><b>C3 - BUILDING THE DIALOGUE and COMMUNITY EMPOWERMENT Through LOCAL DEVELOPMENT PLANS for CIVIC ACTIONS</b>            C3.1 involvement of the community members and stakeholder engagement (development of civic adaptation plans format/ defining technical reports / data collecting and analysis/organization of webinars)</p>		PP n. 1 - Agenzia di Protezione Civile dell'Emilia-Romagna (APCiv-ER)	10.000,00
			PP n. 4 - Regione Abruzzo (RA)	10.000,00
			PP n. 5 -Regione Marche (RM)	10.000,00
			PP n. 3 - Regione Emilia-Romagna Regione Emilia Romagna - Direzione Generale Ambiente e Difesa del Suolo e della Costa (ERregione)	5.000,00
	organization and coordination of 9 local co-design workshops supporting implementation of 90 CivicAdaptActionPlans and development of Primes Guidelines for Adaptation		PP n. 4 - Regione Abruzzo (RA)	5.000,00

		PP n. 6 - Università Politecnica delle Marche (UNIVPM)	5.000,00
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Tabella 1 b) :

Partner	Importo complessivo a gara IVA inclusa	Importo complessivo a gara IVA esclusa
PP n. 1 - Agenzia di Protezione Civile dell'Emilia- Romagna (APCiv-ER)	92.000,00	75.409,84
PP n. 2 - Agenzia Regionale per la prevenzione e l'ambiente dell'Emilia- Romagna (ARPA-EMR)	48.000,00	39.344,26
PP n. 3 - Regione Emilia- Romagna Regione Emilia Romagna - Direzione Generale Ambiente e Difesa del Suolo e della Costa (ERegione)	50.000,00	40.983,61
PP n. 4 - Regione Abruzzo (RA)	46.500,00	38.114,75
PP n. 5 - Regione Marche (RM)	70.500,00	57.786,89
PP n. 6 - Università Politecnica delle Marche (UNIVPM)	26.500,00	21.721,31
	<b>333.500,00</b>	<b>273.360,65</b>



N. proposta: PDEL-2015-71 del 29/09/2015

**Centro di Responsabilità: Servizio Idro-Meteo-Clima**

**OGGETTO: Servizio Idro-Meteo-Clima. Adesione al Progetto LIFE14 CCA/IT/001280 “Preventing flooding RIsk by Making resilient communitiES” (LIFE Primes) - Sottoscrizione di accordo di partenariato e approvvigionamento di servizi di interesse comune con l’Agenzia di Protezione Civile della Regione Emilia-Romagna e gli altri partner di progetto.**

**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 20/10/2015

Il Dirigente

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