

ARPAE
Agenzia regionale per la prevenzione, l'ambiente e l'energia
dell'Emilia - Romagna

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Atti amministrativi

Deliberazione del Direttore Generale	n. DEL-2019-24 del 18/03/2019
Oggetto	Struttura Idro-Meteo-Clima. Presa d'atto dell'approvazione del progetto IT-HR 10176341 GEEO2 "Green Economy and CO2" nell'ambito del Programma di cooperazione transfrontaliera Italia-Croazia.
Proposta	n. PDEL-2019-21 del 11/03/2019
Struttura proponente	Struttura Idro-Meteo-Clima
Dirigente proponente	Paccagnella Tiziana
Responsabile del procedimento	Marletto Vittorio

Questo giorno 18 (diciotto) marzo 2019 (duemiladiciannove), presso la sede di Via Po n. 5, in Bologna, il Direttore Generale, Dott. Giuseppe Bortone, delibera quanto segue.

Oggetto: Struttura Idro-Meteo-Clima. Presa d'atto dell'approvazione del progetto IT-HR 10176341 GECCO2 “Green Economy and CO2” nell'ambito del Programma di cooperazione transfrontaliera Italia-Croazia.

VISTI:

- la L.R. 19 aprile 1995 n. 44 e s.m.i. che istituisce l'Agenda Regionale per la Prevenzione e l'Ambiente (ARPA) e riorganizza le strutture preposte ai controlli ambientali ed alla prevenzione collettiva;
- la L.R. 30 luglio 2015 n. 13 “Riforma del sistema di governo regionale e locale e disposizioni su città metropolitana di Bologna, province, comuni e loro unioni” che, all'articolo 16 ridenomina questo ente “Agenda regionale per la prevenzione, l'ambiente e l'energia dell'Emilia-Romagna” (acronimo Arpae) estendendone le competenze;
- l'art. 5 della legge citata L.R. n. 44/1995 che, al comma 2, prevede che “Per l'adempimento delle proprie funzioni, attività e compiti, ARPA può definire accordi o convenzioni con Aziende ed Enti pubblici, operanti nei settori suolo, acque, aria, ambiente”;
- l'art. 15 della L. 7 agosto 1990, n. 241, ai sensi del quale le Pubbliche Amministrazioni possono concludere tra loro accordi per disciplinare lo svolgimento in collaborazione di attività di interesse comune;

RICHIAMATI:

- i regolamenti dell'Unione Europea che stabiliscono le modalità con cui sono gestiti i fondi strutturali, con particolare riferimento a:
 - il regolamento (UE) 1303/2013 del 17/12/2013 e successive modifiche e integrazioni recante disposizioni comuni sul Fondo europeo di sviluppo regionale, sul Fondo sociale europeo, sul Fondo di coesione, sul Fondo agricolo per lo sviluppo rurale e sul Fondo europeo per gli affari marittimi e la pesca;
 - il regolamento (UE) 1299/2013 del 17/12/2013 recante disposizioni specifiche per il sostegno del Fondo di sviluppo regionale all'obiettivo cooperazione territoriale europea;
 - il regolamento delegato (UE) 481/2014 del 4/03/2014 che integra il reg.(UE) n. 1299/2013 per quanto concerne le norme specifiche in materia di ammissibilità delle spese per i programmi di cooperazione territoriale europea;
 - il regolamento di esecuzione (UE) 288/2014 della Commissione del 25 febbraio 2014 recante modalità di applicazione del Regolamento (UE) 1303/2013 e del Regolamento (UE) 1299/2013 con disposizioni specifiche per il sostegno del Fondo europeo di

sviluppo regionale all'obiettivo di Cooperazione territoriale europea;

- la Decisione di esecuzione 2014/366/UE della Commissione del 16/06/2014 che istituisce l'elenco dei programmi di cooperazione e indica l'importo globale del sostegno complessivo del Fondo europeo di sviluppo regionale per ciascun programma nell'ambito dell'obiettivo Cooperazione territoriale europea per il periodo 2014-2020;
- la Decisione di esecuzione 2014/388/UE che stabilisce l'elenco delle regioni e delle zone ammissibili a un finanziamento del Fondo europeo di sviluppo regionale nel quadro delle componenti transfrontaliere e transnazionali dell'obiettivo di cooperazione territoriale europea per il periodo 2014/2020;
- il Programma Operativo di cooperazione territoriale europea Interreg V-A Italia-Croazia (IT-HR) approvato con decisione C(2015) 9342 del 15/12/2015;

PREMESSO:

- che responsabile della gestione del programma ITALIA-CROAZIA è il Segretariato Congiunto (Joint Secretariat) che assiste l'Autorità di Gestione (Managing Authority), rappresentata dalla Regione Veneto;
- che la delibera CIPE 28/01/2015, n. 10 definisce le aliquote di finanziamento pubblico nazionale per i programmi di iniziativa comunitaria, tra cui Interreg V-A Italia-Croazia;
- che, a seguito di apposito bando, nel 2017 Arpae Emilia-Romagna ha presentato la proposta progettuale Green Economy and CO2 in qualità di partner coordinatore;
- che, come da nota PGSIM/2018/1182 agli atti, la Regione Veneto ha comunicato ad Arpae che la proposta progettuale IT-HR 10176341 GECO2 "Green Economy and CO2" era stata approvata previa negoziazione (clearing conditions);
- che, come da nota PG/2019/35783 in data 05/03/2019, conservata agli atti, per le vie brevi è stato comunicato ad Arpae che il progetto è stato definitivamente approvato e che le attività hanno avuto inizio il 01/01/2019;

CONSIDERATO:

- che il progetto ha l'obiettivo generale di promuovere un sistema integrato di monitoraggio e osservazione relativo alle emissioni e assorbimento di CO2 a livello regionale, nonché di organizzare sperimentalmente un mercato volontario dei crediti di CO2 supportando la pianificazione pubblica, la mitigazione dei cambiamenti climatici e la resilienza dei sistemi agricoli,
- che per Arpae, partner capofila del suddetto progetto, GECO2 rappresenta un'opportunità di miglioramento nella conoscenza degli impatti dei cambiamenti climatici e nella creazione di meccanismi sostenibili di controllo ed adattamento delle emissioni di gas

serra climalteranti, nonché nella capacità di trasferimento delle conoscenze e di sensibilizzazione sul cambiamento climatico verso gli operatori agricoli, le pubbliche amministrazioni, le imprese e l'opinione pubblica,

- che, con l'approvazione del progetto sono state definite sia le azioni progettuali sia il relativo quadro finanziario, nonché le quote previste a favore di ciascun partecipante;
- che Arpaè, in qualità di partner capofila del progetto GECO2, dovrà rappresentare tutti i partner del progetto nei confronti dell'Autorità di Gestione del Programma e in particolare sottoscrivere il contratto di sovvenzione con l'Autorità di Gestione del Programma secondo lo schema allegato sub A) assumendosi gli obblighi stabiliti all'art. 7 - Obblighi del partner capofila (Obligations of the Lead Partner);
- che i partner del progetto sono:
 - IALM - Istituto Agronomico Mediterraneo di Bari PP1;
 - Regione Molise PP2;
 - Regione Marche PP3;
 - RERA (Agenzia di sviluppo della regione di Spalato) PP4;
 - AGGRA (Agenzia di sviluppo rurale della regione di Zara) PP5;
 - Regione di Dubrovnik Neretva PP6;
 - Legacoop Romagna PP7;
- che il budget complessivo assegnato al progetto è pari a Euro 2.489.237,50 di cui Euro 2.115.851,85 finanziati dal programma INTERREG ITALIA-CROAZIA ed Euro 373.385,65 finanziati dagli Stati coinvolti;
- che Arpaè, al fine di regolare i rapporti tecnici ed amministrativo-contabili con tutti i partner di progetto GECO2, dovrà sottoscrivere un Accordo di collaborazione, secondo lo schema allegato sub B) al presente atto;
- che la complessità tecnica e la rilevanza economica del progetto di cui trattasi rende opportuna la costituzione di un gruppo di lavoro che ne segua ogni fase di realizzazione;

DATO ATTO:

- che il progetto ha durata di n. 30 mesi, dal 1/01/2019 al 30/06/2021;
- che per Arpaè soggetto competente all'attuazione e alla gestione del progetto IT-HR 10045081 GECO2 è la Struttura Idro-Meteo-Clima (SIMC);
- che la Responsabile del SIMC potrà, nell'arco della durata del Progetto, coinvolgere nella realizzazione delle attività altre strutture di Arpaè, previo accordo con i relativi Responsabili in merito al monte ore previsto per l'impegno dei collaboratori individuati e al corrispondente trasferimento di quote di budget;

- che il budget assegnato a questa Agenzia per la realizzazione del progetto ammonta a complessivi Euro 438.720,00 ed è articolato come segue:

Voce di budget	Importo in €
Costi preparatori (lump sum)	2.500,00
Personale	82.800,00
Costi amministrativi	12.420,00
Viaggi	11.000,00
Servizi esterni	330.000,00
Totale	438.720,00

- che i costi amministrativi saranno rimborsati su base forfettaria (15% dei costi di personale);
- che i costi che l’Agenzia andrà a sostenere sono rimborsati al 100% (85% Finanziamento FESR, 15% Cofinanziamento Nazionale delibera CIPE n. 10/2015) previa apposita certificazione del controllore di primo livello;
- che Arpae dovrà provvedere, nel rispetto delle indicazioni impartite a livello nazionale per la programmazione INTERREG 2014 - 2020, alla individuazione del controllore di primo livello per poter acquisire la certificazione necessaria all’ottenimento del contributo previsto a rimborso dei costi sostenuti;
- che il budget assegnato ad Arpae, per la realizzazione del progetto, è attribuito alla Struttura Idro-Meteo-Clima;

RITENUTO OPPORTUNO:

- che Arpae partecipi in qualità di partner capofila al progetto INTERREG V-A GECO2 “Green Economy and CO2” nell’ambito del Programma di cooperazione transfrontaliera INTERREG V-A;
- individuare la Responsabile del SIMC quale soggetto legittimato ad agire, in qualità di delegato del legale rappresentante di Arpae, nell’ambito del Progetto GECO2 nei confronti dell’Autorità di Gestione del Programma Italia-Croazia, in particolare sottoscrivendo l’Accordo di sovvenzione, e dei partner di progetto, sottoscrivendo con loro l’accordo finalizzato a disciplinare la collaborazione nell’ambito del progetto, così come previsto dalla Regolamentazione vigente per la gestione dei fondi strutturali europei per lo sviluppo regionale;
- delegare alla Responsabile del SIMC l’adozione di ogni atto che si renda necessario per garantire lo svolgimento delle attività progettuali nei limiti del budget assegnato;

- costituire un gruppo di lavoro interno ad Arpae che segua ogni fase di realizzazione del Progetto nominando Coordinatore del gruppo di lavoro e Project Manager di GECO2 il Dott. Vittorio Marletto, responsabile dell'Osservatorio clima di Arpae SIMC, e Financial Manager del progetto la Dott.ssa Barbara Ramponi, responsabile dell'Unità Gestione Amministrativa Progetti Europei della Direzione Amministrativa;

SU PROPOSTA:

- della Responsabile della Struttura Idro-Meteo-Clima, Dott.ssa Tiziana Paccagnella, la quale ha espresso il proprio parere favorevole in ordine alla regolarità amministrativa del presente provvedimento;

DATO ATTO:

- del parere di regolarità contabile espresso dal Responsabile del Servizio Bilancio e Controllo economico, Dott. Giuseppe Bacchi Reggiani, ai sensi del Regolamento per l'adozione degli atti di gestione delle risorse dell'Agenzia;
- che il responsabile del procedimento è il Dott. Vittorio Marletto, responsabile dell'Osservatorio clima di Arpae SIMC;

DELIBERA

1. di prendere atto dell'approvazione del progetto GECO2 "Green Economy and CO2" nell'ambito del Programma di cooperazione transfrontaliera Italia-Croazia codice 10176341 che vede questa Agenzia come partner capofila;
2. di dare atto che, per Arpae, soggetto competente all'attuazione e alla gestione del progetto GECO2 "Green Economy and CO2" nell'ambito del Programma di cooperazione transfrontaliera Italia-Croazia codice 10045081, è la Struttura Idro-Meteo-Clima;
3. di individuare la Responsabile della Struttura Idro-Meteo-Clima quale soggetto legittimato ad agire, in qualità di delegato del legale rappresentante di Arpae, nell'ambito del Progetto IT-HR 10176341 GECO2 nei confronti dell'Autorità di gestione del programma INTERREG Italia-Croazia e dei partner, in particolare sottoscrivendo con il primo l'Accordo di sovvenzione secondo lo schema allegato sub A) al presente atto e coi partner l'accordo finalizzato a disciplinare la collaborazione nell'ambito del Progetto secondo lo schema allegato sub B) al presente atto;
4. di dare atto che il progetto di cui trattasi ha durata di mesi 30 a partire dal 1/01/2019 con conclusione al 30/06/2021;
5. di dare atto che il costo stimato per la realizzazione del Progetto nella sua interezza è pari a Euro 2.489.237,50 di cui Euro 438.720,00 sono assegnati ad Arpae; i costi che Arpae

andrà a sostenere saranno rimborsati al 100% previa certificazione delle spese secondo le modalità previste dai Regolamenti vigenti;

6. di delegare alla Responsabile del SIMC, nell'ambito del budget assegnato al progetto e pari a Euro 438.720,00, l'adozione di ogni atto che si renda necessario per garantire lo svolgimento delle attività progettuali dando atto che, nell'arco della durata del progetto, sarà possibile concordare una diversa ripartizione dei costi e dei ricavi con altri nodi dell'Agenzia sulla base dell'effettiva realizzazione del progetto stesso;
7. di costituire per la realizzazione del progetto GECO2 il seguente gruppo di lavoro:

Nome e cognome	Funzioni
Vittorio Marletto	Project Manager e Coordinatore Scientifico
Barbara Ramponi	Coordinatore dell'attività di rendicontazione e certificazione dei costi di Arpae
Lucia Pirro	Referente per la rendicontazione e certificazione dei costi di Arpae
Rodica Tomozeiu	Tecnico collaboratore esperto in climatologia
Giulia Villani	Tecnico collaboratore esperto in agroclimatologia
Gabriele Antolini	Tecnico esperto in scienze ambientali
Fausto Tomei	Tecnico esperto in modellistica e informatica

PARERE FAVOREVOLE

IL DIRETTORE TECNICO

(F.to Dott. Franco Zinoni)

IL DIRETTORE AMMINISTRATIVO

(F.to Dott.ssa Massimiliana Razzaboni)

IL DIRETTORE GENERALE

(F.to Dott. Giuseppe Bortone)

SUBSIDY CONTRACT

Application Form ID:

Project acronym:

Project title:

Version N. 2 of 19th of July 2018

Glossary

AA	-	Audit Authority
AF	-	Application Form
AfR	-	Application for Reimbursement
EC	-	European Commission
ERDF	-	European Regional Development Fund
EU	-	European Union
FDR		Fondo di Rotazione (Italian Rotation Fund)
FLC	-	First Level Control
JS	-	Joint Secretariat
LP	-	Lead Partner
MA	-	Managing Authority
MC	-	Monitoring Committee
PA	-	Partnership Agreement
PP	-	Project Partner
SIU	-	Sistema Informativo Unificato (Unified Information System)

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Subsidy Contract

for the implementation of the project *[project title, acronym and SIU ID number]*,

within the

Interreg V A Italy Croatia Cross-border Cooperation Programme 2014-2020,

The following Subsidy Contract (hereinafter referred as the “Contract”) between

Regione del Veneto - Veneto Region - Unità Organizzativa AdG Italia-Croazia - Organizational Unit Italy – Croatia Managing Authority, Rio Tre Ponti Dorsoduro 3494/a – 30123, Venezia - Italy, Tax number: 80007580279, acting as Managing Authority (MA) of the Programme, and represented for the purpose of signature by the MA Director Silvia Majer born in [XX] on [XX], TAX number [XX]

and

Lead Partner of the project, in original language and in English [XX]

Address: [XX]

Postcode: [XX]

Town: [XX]

Country: [XX]

Tax number: [XX]

acting as the Lead Partner (hereinafter referred to as LP) meaning the Lead Beneficiary, as defined in Article 13 (2) of Regulation (EU) 1299/2013 -

and represented by [name XX] born in [XX] on [XX], TAX number [XX]

is signed on the basis of the rules and documents as specified in art. 1 of this Contract and lays down the implementing arrangements for the project [project title XXX, acronym XXXX and SIU ID number XXXX]

Art. 1

Legal framework

The Contract is concluded on the basis of the following legal provisions:

1. European Structural and Investment Funds 2014-2020 key regulations

- Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 on common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and on general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006;
- Regulation (EU) No 1301/2013 of the European Parliament and of the Council of 17 December 2013 on the European Regional Development Fund and on specific provisions concerning the Investment for growth and jobs goal and repealing Regulation (EC) No 1080/2006;
- Regulation (EU) No 1299/2013 of the European Parliament and of the Council of 17 December 2013 on specific provisions for the support from the European Regional Development Fund to the European territorial cooperation goal;
- Commission Delegated Regulation (EU) No 481/2014 of 4 March 2014 supplementing Regulation No 1299/2013 of the European Parliament and of the Council with regard to specific rules on eligibility of expenditure for cooperation programmes;

- Commission Implementing Regulation (EU) No 821/2014 of 28 July 2014 laying down rules for the application of Regulation (EU) No 1303/2013 of the European Parliament and of the Council as regards detailed arrangements for the transfer and management of programme contributions, the reporting on financial instruments, technical characteristics of information and communication measures for operations and the system to record and store data;
- Commission Delegated Regulation (EU) No 240/2014 of 7 January 2014 on the European code of conduct on partnership in the framework of the European Structural and Investment Funds;
- Commission Implementing Decision of 16 June 2014 setting up the list of cooperation programmes and indicating the global amount of total support from the European Regional Development Fund for each programme under the European territorial cooperation goal for the period 2014 to 2020 (2014/366/EU);
- Commission Implementing Decision of 16 June 2014 setting up the list of regions and areas eligible for funding from the European Regional Development Fund under the cross-border and transnational components of the European territorial cooperation goal for the period 2014 to 2020 (2014/388/EU);
- 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 repealing Council Regulation (EC, Euratom) No 1605/2002;
- Regulation (EU, Euratom) 2015/1929 Of the European Parliament and of the Council of 28 October 2015 amending Regulation (EU, Euratom) No 966/2012 on the financial rules applicable to the general budget of the Union;
- Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC;

- Commission Decision of 19.12.2013 on the setting out and approval of the guidelines for determining financial corrections to be made by the Commission to expenditure financed by the Union under shared management, for non-compliance with the rules on public procurement;
- Commission Delegated Regulation (EU) 2015/1970 of 8 July 2015 supplementing Regulation (EU) No 1303/2013 of the European Parliament and of the Council with specific provisions on the reporting of irregularities concerning the European Regional Development Fund, the European Social Fund, the Cohesion Fund, and the European Maritime and Fisheries Fund;
- All other EU legislation and the underlying principles applicable to the LP and its Project Partners (hereinafter referred to as PPs) including the legislation laying down provisions on public procurement, on competition and entry into the markets, the protection of the environment, the equal opportunities between men and women;
- Articles 107 and 108 of the Treaty on the Functioning of the European Union, Commission Regulation (EU) No 1407/2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to *de minimis* aid, Commission Regulation (EU) No 360/2012 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to *de minimis* aid granted to undertakings providing services of general economic interest, and other delegated and implementing acts as well as all applicable decisions and rulings in the field of state aid.

2. Programme documents

- The Interreg V A IT-HR - Italy-Croatia Cross Border Cooperation Programme document adopted by the European Commission on 15th December 2015, Decision C (2015) 9342 (CCI 2014TC16RFCB042) and further amendments;

- All documents related to the Programme (general Programme documents, legal documents, operational documents) and any other documents relevant for project progress in their latest version as published on the Programme official website or handed over to the LP directly during the project implementation;
- The first set of Calls for proposal of the Interreg Italy Croatia CBC Programme as launched with Regional Government Resolution n. 254 of the 7th of March 2017, published in the Veneto Region Official Bulletin n.27 of the 14th of March 2017 and in the official Programme website;
- The ranking list of projects approved by the MC for financing within the Programme per priority axis and type of project, as indicated in the Regional Decree No. [XX] of [XX] of the Director of the Organizational Unit Italy-Croatia MA and further amendments.

3. National regulations

- Decision n. 10 of the 28th of January 2015 of the Italian Interministerial Committee for Economic Programming (CIPE): "Definition of the criteria for the National public co-financing of the European programmes for the 2014-2020 programming period and the monitoring. Planning of the complementary interventions as stated in art.1, par. 242, of the law 147/2013 foreseen in the Partnership Agreement for 2014-2020";
- Italian Law n. 241, 7th of August 1990 "The Italian Administrative Procedure Act", as modified by the Italian Law n. 15/2005 and Law n. 69/2009 and subsequent modifications and supplements;
- Other national regulations of the Italian Republic and the Republic of Croatia applicable to the LP and PPs in their respective countries.

4. Additional Principles

- In case EU regulations are in place for a certain topic, these take precedence. In the absence of EU regulations and/or Programme specific regulations, national rules apply;
- In case of amendment of the above mentioned legal norms and documents, and any other documents of relevance for the contractual relationship the latest version shall apply.

Art. 2

Language

1. English is the working language of the Programme. The language of the present Contract is English, thus any official internal document of the project shall in principle be made available in the language of this Contract. All official correspondence with the MA and JS under this Contract shall be in English.
2. In case of a translation of this Contract entirely or in some part or Annexes into another language than English, the English version shall prevail.

Art. 3

Award of Subsidy

1. The present Contract, drawn up in the form of a legally binding private agreement, establishes the funding conditions for all the final beneficiaries, partners of the project, hereby represented by the LP. In accordance with art. 132 of CPR, this Contract does provide the obligation by the MA to assign and transfer to the LP the ERFD funding as well as the FDR when the LP is Italian. In case of Croatian LP the FDR is transferred directly to the concerned Italian PPs. Details are regulated in Factsheet n. 6 “Project Implementation”.
2. The LP is responsible for transferring the due contribution to the PPs by means of the signature of an ad-hoc agreement named Partnership Agreement (hereinafter referred to as “PA”).
3. Based on the AF as approved in compliance with the decision of the MC [date XX], an

earmarked subsidy, granted in the form of non-repayable financing, is awarded by the MA to the LP for the implementation of the project.

Maximum ERDF amount of funding awarded	[0,00 XX] EUR
Approved Partners' co-financing	[0,00 XX] EUR
Approved total project budget	[0,00 XX] EUR

- The final ERDF contribution awarded by the Programme consists of the 85% of the total eligible costs reported by each PP and certified by its respective FLC.

Art. 4

Terms of funding

- The subsidy is awarded exclusively for the project as it is described in the latest version of the AF in accordance with the conditions set out by the MC. The AF and its annexes, as approved in compliance with the decision of the MC, form an integral part of this Contract.
- Disbursement of the subsidy is subject to the condition that the European Commission and the Italian National Authority make the funds available to the extent described above and that all applicable EU and national rules are observed by the partnership. In case of non-availability of funds the MA cannot be deemed responsible for late or missing payments.
- If the European Commission fails to make the funds available due to reasons that are outside of the sphere of influence of the Programme, the MA is entitled to terminate this Contract and

any claim by the LP or the PPs against the MA for whatever reason is excluded. In such a case the LP will be duly notified by the MA and guided on the respective steps to be taken.

4. The LP accepts the subsidy and undertakes to carry out the project under its own responsibility as laid out in the European Structural and Investment Funds Regulations, delegated and implementing acts or the Programme rules based thereon.
5. Should it become evident that the project will not spend the amount of ERDF contribution awarded to it by the MC, the MC may decide to reduce the award accordingly following the procedure as specified in the Factsheet n. 6 “Project Implementation”.
6. Disbursement of the subsidy is subject to the condition that this Subsidy Contract is signed by the parties.
7. In case one or more output and/or result targets, as set in the latest approved version of the AF, are not successfully reached, corrective measures may be put in place to ensure the project performance as well as to minimize the impact at Programme level (e.g. adaptation of the project to the changed situation) following the provisions as set out at Article 15 and in accordance with the Factsheet n. 6 “Project Implementation”.
8. In case a project fails to respect the contractual arrangements on timeliness, budget absorption and achievement of outputs and results, as defined in the latest approved version of the AF, except for the case covered by Article 23, the Programme may also reduce the ERDF contribution allocated to the project or, if necessary, stop the project by terminating the Subsidy Contract in accordance with the provisions as set out at Article 22.

Art. 5

Advance payment and financial guarantee

1. In compliance with the articles 81 par. 2 and 132 of the CPR and subject to the availability of

funds by the Programme, an advanced payment from the ERDF, as well as from the FDR when the LP/PPs is an Italian public body or body governed by public law, for an amount up to 10 per cent of the overall ERDF contribution can be requested to the MA. For the purposes of this advance payment an official request is needed from the LP on behalf of all the partnership. Requests for advance payments can be sent to the MA only after the MA receives the present Contract duly signed by the LP; the request shall be accompanied by the duly signed PA.

2. In order to limit the financial risks linked to unrecovered amounts, in compliance with EU or National compulsory rules, the LP shall require to its private PPs to provide an adequate financial guarantee to cover their respective share of the advance payment, as regulated in the appropriate sections of Factsheet n. 6 “Project Implementation”. The financial guarantees shall be collected from each PPs by the LP and sent to the MA. No financial guarantee shall be required to any public or governed by public law PPs.
3. The advance payment will be deducted during the implementation period of the Contract as regulated in the appropriate sections of Factsheet n. 6 “Project Implementation”.

Art. 6

Duration of the project

1. According to the AF, the project has a duration of [XX] months. The project activities, that should not be started before the submission of the application, have to be carried out and finalized within the project implementation period consisting of the following schedule:

- start date: [XX]
- end date: [XX]

therefore, the project expenditure has to be incurred within this period.

2. The preparatory phase for the elaboration of the project proposal and the time needed for

project administrative and financial closure shall be separately considered.

3. Administrative duties of the LP and PPs related to the closure of the project shall take place over a period of three months after the project end date.
4. The extension of the project duration is not admitted except for duly justified and extraordinary cases and shall follow the procedure as laid out in Factsheet n. 6 “Project Implementation”.

Art. 7

Use of SIU System and communication exchange

1. The Programme uses the SIU System, the on-line management and monitoring system of the Veneto Region, for application, reporting, applying for project modifications and other procedures related to the implementation of the project. Every access to the SIU will be registered by the System and each user is responsible for keeping safe the username and password and for all activities done with the username. Access to the SIU as well as instructions on usage are defined in the SIU User Manual.
2. Exchange of information, relevant supporting documentation, and all correspondence other than the ones pertained to the SIU, between the LP the MA and the other Programme bodies will be carried out through email and certified email, if applicable. In each communication, the LP must specify the number and title of the project.
3. The LP allows to send all the correspondence to its own address as specified in the AF and the present Contract, consisting in the official address for the project implementation.
4. As a general rule, no paper documentation will be exchanged between the LP and JS/MA.

Art. 8

Eligibility of costs

1. The LP and PPs shall implement the project with care, efficiency, transparency and diligence in compliance with this Contract. For this purpose the LP and all the PPs shall mobilize all the financial, human and material resources required for the full implementation of the project as specified in the AF.
2. In order to be eligible at project level, costs must relate to activities foreseen in the AF, be necessary for carrying out the activities, achieve the project's outputs and results, and be included in the estimated budget as planned in the AF.
3. The costs must also be reasonable, justified, consistent with the applicable internal rules of the partner, National, Programme and EU rules and in accordance with the principles of sound financial management (the stricter rule shall always be applied).

The expenditure must be identifiable, verifiable, plausible, determined in accordance with the relevant accounting principles and be backed by original supporting documents.

4. Eligible are only costs that have been paid out between the start date and the end date of the project as set in the AF and in Article 6 of the present Contract, with the only exception of preparation costs and the expenditure related to the project closure. With regard to the eligibility of preparation costs, these will be eligible as a lump sum (total budget) according to Factsheet n. 3 "Project Development" and 6 "Project Implementation". The project closure expenditure refers to the finalization of all the legal and administrative duties and obligations of the LP and PPs related to the granted activities and to the incurred expenditure. These activities will take place over a period of three months as specified in Article 6.
5. VAT does constitute an eligible expenditure only if it is definitely borne by the LP and PPs and it is shown in the bookkeeping as a project cost. It must be noted that if the VAT is recoverable by

whatever mean, it cannot be considered eligible, even if the LP or PPs do not actually recover it. To this aim the LP/PP were requested to define their VAT status in the AF. In case of any doubt, the VAT will be deemed ineligible for that PP. In case the VAT status of the LP/PPs changes affecting the approved budget, the JS/MA have to be informed and relevant documentation is to be provided to justify the change: in any case, there won't be any increase in the assigned budget.

Art. 9

Representation of the project partnership, liability and obligations of the LP

1. In accordance with Article 13 (2) of Regulation (EU) No 1299/2013, the LP bears the overall financial and legal responsibility for the entire project and for the PPs. The LP represents the partnership and acts as the only direct contact between the project and the MA/JS.

The LP is liable towards the MA if obligations as laid out in this Contract or in applicable European Union's or National laws are not fulfilled by the project partnership in the same way as for its own conduct.

Furthermore the LP shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the project is being carried out. The LP shall discharge the MA of all liability associated with any claim or action brought as a result of an infringement of rules or regulations by the LP or one of the PPs, or as a result of violation of a third party's rights.

The MA cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the LP or one of its PPs while the project is being carried out. The MA can therefore not accept any claim for compensation or increase in payment in connection with such damage or injury.

2. The LP shall be responsible for ensuring the start and the efficient implementation phase of the

project according to the time schedule in the AF, taking the responsibility of the entire operation. To this end, the LP assume the following responsibilities:

As far as operational and administrative issues are concerned:

- a) guaranteeing that the project implementation complies with the legal framework according to art. 1 of this Contract and with all the relevant legal and other requirements under the law which applies to the LP organization and to its PPs and their activities and that all necessary documentation (e.g. building permissions, environmental impact assessment statements) have been obtained;
- b) ensuring the implementation of the entire project in observation of the rules and procedures set in Factsheet n. 6 “Project Implementation” (e.g. monitoring the project physical and financial progress, recording and storing of documents, requests for project changes, implementation of information and publicity measures, etc.);
- c) providing the PPs with all information and documents needed for a sound and legally correct project implementation including requirements related to communication and publicity;
- d) providing data for the Programme electronic management and monitoring system in compliance with this Contract and according to the MA and JS instructions;
- e) submitting with the respective progress report the main outputs and deliverables as stated in the AF and following the procedures set in Factsheet n. 6 “Project Implementation”. One sample of each developed material or any proof of output realization shall be stored at the LP’s or PP’s premises for control and audit purposes;
- f) inviting the MA/JS to participate in project Steering Committee meetings as an observer and providing minutes of these meetings to the MA/JS;
- g) undertaking together with all PPs, in accordance with Articles 56 and 57 of Regulation (EU)

1303/2013, to provide JS/MA, experts or bodies authorized by the Interreg V A Italy-Croatia Programme carrying out project evaluations and/or studies with any document or information requested. Information might be provided by the LP and PPs also through surveys and/or interviews;

- h) ensuring that all project documentation is kept available for a period of four years following the project closure or otherwise required by the specific legislation (e.g. State Aid). The time period referred to shall be interrupted either in the case of legal proceedings or by a duly justified request from the European Commission.

As far as financial issues are concerned:

- i) guaranteeing the sound financial management of the funds allocated to the project, including the arrangements for recovering amounts unduly paid;
- j) ensuring that its expenditure and that of the PPs has been paid for the purpose of implementing the project activities as agreed among all the beneficiaries and as defined in the approved AF;
- k) ensuring that the expenditure presented by all PPs has been verified by the controllers duly appointed according to the specificities of the national FLC system of country where the partner is located;
- l) meeting the reporting requirements and collecting documents and information from the PPs in order to submit the progress reports and the AfR;
- m) receiving the reimbursement amount from the Programme on behalf of the entire partnership and transfer the due amounts to its PPs correctly and within the timeframe agreed in the PA without deducting any amount or specific charge;
- n) maintaining a separate accounting system for the project implementation purpose, ensuring

- the identification of each financial operation within the project;
- o) including in the PA a provision concerning the setup of separate accounting systems by PPs;
 - p) informing the MA immediately if project costs are reduced in a way that has an impact on the approved AF, or one of the disbursement conditions ceases to be fulfilled, or any circumstances arise which entitle the MA to reduce payment or to demand repayment of the subsidy wholly or in part;
 - q) guaranteeing the reimbursement on behalf of the affected PP of the amounts unduly paid to the MA upon receipt of a recovery order following the detection of an irregularity;
 - r) If the MA demands repayment of subsidy funds in accordance with this Contract, the LP is liable towards the MA for the total amount of those funds. The LP is entitled to ask repayment from its PPs as stipulated in Article 27 (2) of Regulation (EU) No 1299/2013.
3. The LP assumes the obligation to stipulate the Partnership Agreement (PA) with each PP, immediately after the entering into force of the present Contract, in order to lay down the arrangements for ensuring that the PPs fulfil their responsibilities and obligations under this Contract. The PA will be established according to Article 13 (2) of Regulation (EU) No 1299/20133, holding as a minimum content at least the rules as set in the template of PA provided by the Programme. The MA reserves the right to check the PA in order to verify that it has been signed and that it is in conformity with the minimum requirements; to this end, the LP should send the signed PA via SIU as attachment to the advance payment request, if submitted, or to the first Progress Report.

The LP will inform JS/MA without any delay about any envisaged changes of the PA.

The LP guarantees that the PA provides also for a clear division, in line with the AF, of the mutual responsibilities between all partners and of the obligation of each PP to assume

responsibility in the event of any irregularity or incorrectness in the expenditure which has been declared.

Furthermore, the LP agrees on behalf of all PPs that the names and addresses of all PPs, the purpose and the amount of the subsidy and of the PA may be used by the Programme bodies in the framework of information and communication measures as well as reporting to the European Commission.

Art. 10

State Aid

For projects not State Aid relevant

1. As far as the [project title XXXX, acronym XXXX and SIU ID number XXXX] is concerned, the LP and all the PPs declared in the AF that the planned activities are not State aid relevant, and this fact was also confirmed by the JS/MA on the basis of the State aid assessment results. Thus, the project activities are not State aid relevant, at the time of the signature of the present Contract.
2. In the frame of this Subsidy Contract the LP ensures that itself and its PPs will respect for the entire project duration the legal framework as reported in the art. 1 of this Contract.
3. The LP will inform the MA immediately about any circumstances arise which could have an impact on the project as approved in the AF in terms of State aid relevance and which entitle the MA to reduce payment or to demand repayment of the subsidy wholly or in part;
4. Moreover, in order to avoid “indirect State aid”, the LP will ensure the respect of the above mentioned regulations and implementing acts, when necessary, by those bodies benefiting of project activities/outputs.
5. The LP is obliged to contractually forward this clause in its entirety to all the PPs through the signature of the PA.

For project's activities that are potentially State Aid relevant but the concerned measures do not constitute State aid (*de minimis* regime)

1. As far as the [project title XXX, acronym XXX and SIU ID number XXXX] is concerned, the LP and the PPs [name of the concerned PPs XXXX and related n. in the AF XXXX] declared in the AF that the following projects activities [list of the concerned project activities as reported in the State aid declaration XXXX] are potentially State Aid relevant but they do not constitute State Aid accordingly to the *de minimis* regulations as reported at the art. 1 of the present Contract, and this fact was actually confirmed by the JS/MA on the basis of the State aid assessment results.

or alternatively

As far as the [project title XXX, acronym XXXX and SIU ID number XXX] is concerned, even neither LP nor the PPs declared in the AF that the following projects activities [list of the concerned project activities XXX] are potentially State aid relevant but they do not constitute State Aid accordingly to the *de minimis* regulations as reported at the art. 1 of the present Contract, this fact was actually pointed out by the JS/MA on the basis of the State aid assessment results.

Thus, the following project activities [list of the concerned project activities XXX] does not constitute State Aid at the time of the signature of the present Contract.

2. As the Interreg V A Italy-Croatia Programme public support is given under *de minimis* regime, in the frame of this Subsidy Contract the LP/concerned PP [name of the concerned PPs XXX and related n. in the AF XXX] will receive *de minimis* aid in amount of [0,00XX] euro in accordance with the Regulation (EU) N. 1407/2013 [or (EU) N. 360/2012].
3. Based on the declaration provided within the AF and on the results of the State aid assessment, the LP/concerned PP [name of the concerned PPs XXX and related n. in the AF XXX] has not received *de minimis* aid during the present fiscal year [XXX] and the two fiscal years before;

or alternatively,

the LP/concerned PP [name of the concerned PPs XXX and related n. in the AF XXX] has received *de minimis* aid during the present fiscal year [XXXX] and the two fiscal years before as follow [list of the grants received by the LP/concerned PP in de minimis regime XXX], nevertheless, these previous amounts received, together with the actual subsidy to be granted under the present Contract, they would not exceed the limit of [200.000,00 euro] or [500.000,00] as required by the concerned EU regulations [Regulation (EU) N. 1407/2013] or [Regulation (EU) N. 360/2012];

4. The LP is obliged to contractually forward this clause in its entirety to the concerned PPs through the signature of the PA, and in particular it ensures:
 - to respect for the entire project duration all necessary requirements provided for in Regulation (EU) N. 1407/2013 or [Regulation (EU) N. 360/2012];
 - to maintain all the documents and records with the information and supporting documentation necessary to establish that all the conditions laid down in the concerned Regulation are fulfilled for the time limit as prescribed at Art. 19 of the present Contract.
 - to assist the MA to comply with document retention requirements and with all the other formalities required under the concerned applicable State Aid rules in force (e.g. registration in the National State Aid Register).
 - to inform the MA immediately about any circumstances arise which could have an impact on the project as approved in the AF in terms of State aid relevance
5. Moreover, in order to avoid “indirect state aid”, the LP also will ensure the respect of the above mentioned regulations and implementing acts, when necessary, by those bodies benefitting of project activities/outputs.

For project's activities that are potentially State Aid relevant but they do not constitute a State Aid or are exempted from notification because they are compatible with the Treaty if they fulfill certain conditions accordingly to other delegated and implementing acts and applicable decisions and rulings in the field of State Aid.

1. As far as the [project title XXXX, acronym XXX and SIU ID number XXX] is concerned, the LP and the PPs [name of the concerned PPs XXX and related n. in the AF XXX] declared in the AF that the following projects activities [list of the concerned project activities as reported in the State aid declaration XXX] do not constitute a State Aid or are exempted from notification because they are compatible with the Treaty if the following conditions occurs, according to the [specify the concerned EU regulations/decisions/delegated and implementing acts and applicable decision in the field of State Aid XXX] and this fact was actually confirmed by the JS/MA on the basis of the State aid assessment results;

or alternatively

As far as the [project title XXX, acronym XXXX and SIU ID number XXXX] is concerned, even neither LP nor the PPs declared in the AF that the following projects activities [list of the concerned project activities XXX] do not constitute a State Aid or they are exempted from notification because they are compatible with the Treaty according to the [specify the concerned EU regulations/decisions/delegated and implementing acts and applicable decision in the field of State Aid XXX], but this fact was actually pointed out by the JS/MA on the basis of the State aid assessment results.

Thus, the following project activities [list of the concerned project activities XXXX] does not constitute State Aid or they are exempted from notification because they are compatible with the Treaty at the time of the signature of the present Contract.

2. The LP is obliged to contractually forward this clause in its entirety to the concerned PPs through the signature of the PA, and in particular it ensures:
 - to respect for the entire project duration all necessary requirements provided for in the concerned EU regulations/decisions/delegated and implementing acts and applicable decision in the field of State Aid;
 - to maintain all the documents and records with the information and supporting documentation necessary to establish that all the conditions laid down in the concerned EU regulations/decisions/delegated and implementing acts and applicable decision in the field of State Aid are fulfilled for the time limit as prescribed at Art. 19 of the present Contract.
 - to assist the MA to comply with document retention requirements and with all the other formalities required under the concerned applicable State Aid rules in force (e.g. registration in the National State Aid Register).
 - to inform the MA immediately about any circumstances arise which could have an impact on the project as approved in the AF in terms of State aid relevance;
3. Moreover, in order to avoid “indirect state aid”, the LP also will ensure the respect of the above mentioned regulations and implementing acts, when necessary, by those bodies benefitting of project activities/outputs.

Art. 11

Financial control and audit of projects

1. The financial control and audit of the project aims to increase the efficiency and effectiveness of the management and implementation of the Programme. It includes the setting up and management of the FLC system, and of other authorized controls such as targeted control performed by the MA supported by the JS and Second Level Controls performed by the AA

supported by the GoA.

2. The Member States included in the Programme are responsible of the designation of the controllers responsible for verifying that the expenditure declared by each partner located in its own territory participating in a project complies with the applicable law and the Programme rules and that the funded products and services were delivered and paid for. All the costs included in each project report submitted by the LP to the JS must be certified by FLCs according to the National FLC procedure established in the Member States that participate to the Programme and in compliance with the requirements set in the applicable legal framework. Detailed information on the FLC system is described in the Factsheet n. 6 “Project Implementation”.
3. The European Commission, the European Anti-Fraud Office (OLAF), the European Court of Auditors (ECA) and the auditing bodies of the participating MS or other national public auditing bodies, and, within their responsibility, the auditing bodies of the participating EU Member States as represented in the Group of Auditors, as well as the Programme AA, the MA or CA are entitled to audit the proper use of funds by the LP or by the PPs or to arrange for such an audit to be carried out by authorized persons.
4. The LP as well as PPs will produce all documents required for the above controls and audit, provide necessary information and give access to their premises, to their accounting books, to supporting documents and to all other documentation related to the project.
5. The MA has the right to withhold the payments to the LP until all the required information and documentation have been delivered.
6. In case the AA issues statements on the National control systems and defines problems of systemic character the MA has a right to withhold the payments to the LP until the issue has been solved.

Art. 12

Payment arrangements, reporting and Application for Reimbursement

1. The LP may only request payments by providing proof of progress of the project as described in the approved AF, in particular as described in the work plan.
2. With the exception of the advance payment, the LP has to present progress reports and a final report within three months from the end of the reporting period (see the timeframe below at par. 5). After the approval of the Progress Report by the JS, the LP has to submit, via the SIU System, an AfR on the basis of the procedure foreseen in Factsheet n. 6 “Project Implementation”.
3. The financial part of the report shall comprise the amount indicated in all FLC certificates related to the project expenditure that has been paid within the relevant reporting period and that can be objectively and spatially imputed to the project. All project expenditure must be certified by the FLC authorized body. To this end, the LP has the responsibility to check that the control documents (i.e. certificate of verified expenditure, control checklist, list of expenditure) are correct and complete, ensuring that the expenditure presented by all PPs have been verified by the controllers appointed according to the specificities of the national FLC. The activity part of the report shall inform about the project progress (work packages, deviations in comparison to planned activities, achievement of the project indicators and the envisaged next steps).
4. The LP shall make sure that the project progress is in line with the work plan per work packages, the time schedule and the approved budget, as indicated in the AF.
5. The progress reports and the final report have to be submitted according to the timeframe indicated in the following table: *(table to be adapted to each project according to the relevant*

Call and timeline)

Reporting period	Timeframe	Deadline for submission of the Progress Reports/Final Report	Spending forecast (eligible costs to be reported in the given reporting period)
1	[Jan-Jun 2018 XXX]		
2	[Jul-Dec 2018 XXX]		
3	[XXX]		
4	[XXX]		

6. The final progress report is due to the JS/MA three months after the project closure date at the latest. It shall report the last project activities implemented and an added part focused on the main project results and outputs as well as its impact on the cooperation area.
7. In case of deviation from the original spending forecast the MA is entitled to de-commit the project contribution as consequence of the provisions of the Article 16 of the present Contract.
8. After having performed the necessary checks aimed to ensure the accuracy and correctness of the AfR, the MA subject to the availability of funding, and in accordance with art. 132 of CPR, issues the payment of the ERDF contribution to the LP. The MA will also pay the FDR contribution, where due, to the Italian LPs or PPs, according to art. 3.

Art. 13

Withdrawal or recovery of unduly paid-out funds

1. In case the MA or CA discover any unduly paid out funds (e.g. due to administrative errors or irregularities, a breach of contract or infringement of the legal provisions as laid out in Art. 1 of

this Contract) or in case the MA is notified of such cases by the AA, they shall, if necessary in consultation with the respective MS concerned and by informing the MC, demand from the LP the repayment of the subsidy in whole or in part. Further specifications are laid out in Factsheet n. 6 “Project implementation”.

2. In case factors behind the recovery procedure show violation of the present Contract the MA will consider the termination of the Contract as last resort (see Art. 22 of this Contract). In any case the partnership will be heard before taking a final decision on the termination of the Contract.

Art. 14

Information and communication

1. Any notice of publication by the project must specify that the project has received a subsidy from the Programme funds. In any public material used to promote or disseminate the project activities, whether printed or electronically available, the use of the Programme logo and the EU emblem (flag) together with reference to the EU and ERDF is mandatory in compliance with the requirements set in the Programme and operational documents.
2. The JS/MA shall be authorized to publish, in whatever form and on or by whatever medium, including the internet, the following information:
 - the name and identification data of the LP and its PP(s);
 - the purpose of the subsidy;
 - the total project budget (ERDF contribution + National co-financing + other public and private funding + PPs own resources);
 - the geographical location of the project;

- summary description of activities carried out included in the Progress Reports and the Final Report.
3. The LP is obliged to inform the JS/MA on possible sensitive/confidential issues that cannot be published in the Programme newsletters and website.
 4. The LP and each PP is obliged to ensure that at least basic information about the project (aims, partners, amount of funding and its source, description of activities) is available during project implementation and to closely apply all the rules related to Communication available in the Factsheet n. 8 “Project Communication”. Once the project is concluded, this information must include the main results and outputs available for dissemination.

Art. 15

Project changes and amendments to the Subsidy Contract

1. The LP shall be allowed to carry out project changes under the conditions set out below.
2. Changes in the budget are allowed as long as the maximum amount of ERDF contribution awarded is not exceeded. The LP is allowed to carry out minor budget reallocations between work packages, budget lines and PPs according to the flexibility provisions as set up in Factsheet n. 6 “Project Implementation”. Content-related minor changes shall be reported and justified within the progress reports.
3. Budget related changes exceeding the flexibility provisions as set up in Factsheet n. 6 “Project Implementation” and content-related changes that are resulting in major changes in the project’s activities, outputs and/or results, require the prior and official approval of the MC. These changes shall be reported to the MA/JS and described in a well-founded request for the envisaged changes and a revised AF. All these kinds of project changes will only enter into force after the approval by the MC has been given.

4. Changes in the project partnership require the prior approval of the MC and shall be described in a request for change and revised AF, which have to be submitted to the MA/JS. The LP is aware of the fact that the MA is entitled to withdraw from this Subsidy Contract if the minimum number of project partners is no longer ensured. If a reduction of the project participants would consist in a change in the evaluation result of the project, a re-approval by the MC is necessary. Until this decision is made by the MC, the LP and PPs shall stop any payments for activities that result in costs related to the project.
5. Amendments and supplements to this Contract as a consequence of the project changes, are required in the following cases:
 - Modification of budget (reallocation above the allowed flexibility rules and reallocations between PPs);
 - Changes in the content of the project (including additional or reduced project activities, deliverables and outputs), main characteristics of planned outputs and investments, project objectives and results (going beyond a mere adjustment of the work plan);
 - Changes in the partnership (e.g. withdrawal, replacement of a partner);
 - Prolongation of the project duration.

In case such change is approved by the MC, the Subsidy Contract and the AF of the project are to be amended accordingly, following the provisions as laid out in the Factsheet n. 6 “Project Implementation”.

Article 16

De-commitment

1. According to Article 136 of Regulation (EU) No 1303/2013 the European Commission shall

automatically de-commit any part of a budget commitment of a Programme that has not been used by 31 December of the third year following the year of budget commitment. This de-commitment risk on Programme level is consequently considered on project level.

2. Based on the fact that the payments by the European Commission to the MA/CA will only be made in accordance with the corresponding budget commitments, the LP must report on the expenditure as foreseen in the financial plan of the AF for each reporting period.
3. If financial performance does not meet the forecast as approved in the AF, the project may be subject to de-commitment as specified in Factsheet n. 6 “Project Implementation”.

Art. 17

Revenues

1. Earnings generated during the project implementation phase through the sales of products and merchandise, participation fees or any other provisions of services against payment must be deducted from the amount of costs incurred by the project in line with Art 61 of EU Regulation N. 1303/2013 and provisions set out in Factsheet n. 6 “Project Implementation”. The LP undertakes to contractually forward these stipulations to its project partners.

Art. 18

Durability and ownership of project outputs and results

1. Ownership, title, industrial and intellectual property right related to the results of the project shall, depending on the applicable national law and/or the PA, rest with the LP and/or PPs.
2. If the project envisages infrastructures or productive investments it is subject to the provisions of Article 71 of CPR Regulation. Should any of the conditions set by the mentioned Regulation not be met at a certain point of time, the MA/JS must be immediately informed by the concerned LP or PP. The MA will recover the unduly paid ERDF contribution in proportion to the

period for which the requirements have not been met.

3. The LP ensures, through the PA, that results and outcomes of the project are joint property of all PPs. The PA also ensures that the specific national rules and instructions relevant for the ownership rights (title, intellectual and industrial property rights) of the project outcomes and results are taken into account when necessary.
4. The LP ensures that the results of the project, especially any study, analysis or database produced during the implementation shall be made available to the public in the Programme official web site, in open format, in order to guarantee a widespread dissemination of the project's outcomes in accordance with the approved AF.
5. The MA reserves the right to use the outputs and results for information and communication actions of the Programme. In case there are pre-existing intellectual and industrial property rights which are made available to the project, these are fully respected.
6. Any income generated by the intellectual property rights must be managed in compliance with the applicable EU, national and Programme rules on revenues and State Aid.

Art. 19

Archiving of project documents

1. The LP/PPs are at all times obliged to retain for audit purposes all official files, documents and data about the project in original and possibly on customary data storage media (in the form of digital copies, microfiches and electronic versions) in a safe and orderly manner for 4 years after the closure of the project. Longer statutory retention periods stated by national law remain unaffected. Additional information are available on Factsheet n. 6 "Project implementation".
2. The LP/PPs are obliged to store the invoices and to keep them clearly traceable in the

bookkeeping for the FLC and audit purposes and maintain records of invoices and bodies holding documentation in the audit trail in accordance with Article 140 of CPR Regulation. The maintained and updated records/lists are made available to the JS/MA.

3. In addition LP/PPs must assist the MA to comply with document retention requirements and with all the other formalities required under any applicable State Aid rules in force (e.g. registration in the National State Aid Register). Where projects are operating under a State Aid scheme, LP/PPs must maintain detailed records with the information and supporting documentation necessary to establish that all the conditions laid down in the Regulation are fulfilled. Such records must be kept for 10 years after the last aid is granted under the scheme.

Art. 20

Assignment, legal succession

1. The MA is entitled at any time to assign its rights and duties. In case of assignment the MA will inform the LP without delay. In case of legal succession the MA is obliged to transfer all duties under the present Contract to the legal successor.
2. The LP is in exceptional cases and in well-founded circumstances allowed to assign its duties and rights under this Contract only after prior written consent of the MA and the MC. The procedure is further specified in Factsheet n. 6 “Project Implementation”.
3. Where according to national laws the legal personality does not change and where all assets of the LP or a PP are taken over so that a deterioration of the financial capacity of the acquiring institution is not to be expected (i.e. in cases of universal succession) prior consent by the MC is not necessary. The LP, however, will submit related information together with all documents that are necessary to analyse the legal case in due time to the MA/JS. If the MA/JS come to the conclusion that the conditions as stated above are not fulfilled (e.g. in cases of a singular succession), the LP will be informed that a partner change procedure as stated in Article 15 has

to be initiated.

4. In case of assignment or any form of legal succession of a LP or PP the LP or PP concerned is obliged to assign all rights and obligations and all project related documents to each and any assignee or legal successor. Related reports to the MA/JS as requested in the Programme documents have to be forwarded by the LP.

Art. 21

Complaints and litigation

1. Any complaints against acts, omission and/or decision of the MA/JS during the project implementation phase or by the MC decisions on the basis of the present Contract shall be submitted by the LP on behalf of the partnership to the MA for the examination as indicated in FS6 “Project implementation”.
2. The LP, as well as the interested partner, can file a formal complaint against act, omissions and/or decisions of control and audit bodies (controllers, auditors, etc.) related to the national control system following the procedures set in place at national and EU level.
3. Further specification on the complaint procedures set-up for the Programme are laid out in Factsheet n. 6 “Project Implementation”.
4. This Contract is governed by and construed in accordance with the laws of the Republic of Italy. Before instituting court proceedings, generally the parties agree to find an amicable and mutually acceptable solution. In the absence of amicable settlement and in case of litigation the legal proceedings will be held in Italy; the venue is the Civil Court in Venezia.

Art. 22

Termination and repayment

1. The MA is entitled, in whole or in part, to terminate this Contract and/or to demand repayment

of subsidy in any of the following circumstances:

- a) the LP has obtained the subsidy through false or incomplete statements or through forged documents;
- b) the LP and PPs receive additional funding from the European Union for all or part of the project expenditure reported under the Programme during the period of the implementation of the project;
- c) the project has not been or cannot be implemented, or it has not been or cannot be implemented in due time;
- d) the project has not started in due time and even a written reminder by the MA/JS remains unsuccessful;
- e) a change has occurred (e.g. with regard to nature, scale, ownership, cost, timing, partnership or completion of the project) and managed by the LP without following the provisions as set out at Article 15 of this Contract, that has put at risk the achievement of the results planned and stated in the latest version of the approved AF;
- f) the LP has failed to submit required reports or proofs, or to supply necessary information provided that the LP has received a written reminder setting an adequate deadline and explicitly specifying the legal consequences of a failure to comply with requirements and has failed to comply with this deadline, as stated in Article 12;
- g) the LP has infringed its duty to ask for prior written approval where indicated by this Contract or has failed to immediately report events delaying or preventing the implementation of the project funded or any circumstances that mean a change of the disbursement conditions and frameworks as laid down in this Contract;
- h) the LP or its PPs obstructed or prevented the financial control and auditing procedures as

indicated at Article 11 of this Contract;

- i) the amount of funding awarded has been partially or entirely used for purposes other than those agreed upon;
 - j) insolvency proceedings are instituted against the assets of the LP or one of the PPs or insolvency proceedings are dismissed due to lack of assets for cost recovery or the LP or one of the PPs closes down or liquidates, provided that this appears to prevent or risk the achievement of the project objectives;
 - k) the provisions related to income and revenues as mentioned in this Contract are infringed or the LP does not make available the outputs to the MA;
 - l) exceeding the permissible limits of the funding regulations the LP wholly or partly sells, leases or lets the project outputs/results to a third party;
 - m) the ownership of project outputs having the character of investments in infrastructure or productive investments did not remain with the concerned LP and/or PPs for the timeframe and under the conditions set in Article 71 of Regulation (EU) No 1303/2013;
 - n) the LP and/or any of the PPs is in the situation of undertaking in difficulty, within the meaning of point 24 (in conjunction with point 20) of the “Guidelines on State aid for rescuing and restructuring non-financial undertakings in difficulty” (Communication from the Commission No. 2014/C 249/01 of 31.07.2014) as well as in compliance with Article 3(3) d) of Regulation No 1301/2013;
 - o) the LP has failed to fulfil any other conditions or requirements for assistance stipulated in this Contract and the provisions it is based on.
2. Prior to or instead of terminating the Contract, the MA may suspend payments as a precautionary measure, without prior notice. This measure shall be lifted as soon as the reasons

for such measures cease to apply or requested proof can be furnished.

3. If the MA exercises its right of termination and the LP is demanded full or partial repayment of amounts already paid, the LP is obliged to transfer the repayment amount to the MA. The repayment amount is due within the date as stated in the letter by which the MA asserts the repayment claim.
4. If the MA exercises its right of termination, offsetting by the LP is excluded unless its claim is undisputed or recognized by declaratory judgment.
5. After termination of this Contract, the LP's obligations and liabilities remain. Bank charges incurred by the repayment of amounts due to the MA shall be borne entirely by the LP. If any of the circumstances indicated in the aforementioned par. 1 occur before the full amount of subsidy has been paid to the LP, payments may be discontinued and there shall be no claims for payment of the remaining amount.
6. Any further legal claims shall remain unaffected by the above provisions.

Art. 23

Force majeure

1. Force majeure shall mean any unforeseeable and exceptional event affecting the fulfilment of any obligation under this Contract, which is beyond the control of the LP and PPs and cannot be overcome despite their reasonable endeavours. Any default of a product or service or delays in making them available for the purpose of performing this Contract and affecting the project performance, including, for instance, anomalies in the functioning or performance of product or services, labour disputes, strikes or financial difficulties do not constitute force majeure.
2. If the LP or PPs are subject to force majeure liable to affect the fulfilment of its/their obligations under this Contract, the LP shall notify the MA/JS without delay, stating the nature, likely

duration and foreseeable effects.

3. If the MA is subject to force majeure liable to affect the fulfilment of its obligations within the framework of this Subsidy Contract, it shall notify it to the LP without delay, stating the nature, likely duration and foreseeable effects.
4. Neither the MA nor the LP or the PPs shall be considered to be in breach of their obligations to execute the project if it has been prevented from complying by force majeure. Where LP or PPs cannot fulfil their obligations to execute the project due to force majeure, grant for accepted eligible expenditure occurred may be made only for those activities which have actually been executed up to the date of the event identified as force majeure. All necessary measures shall be taken to limit damage to the minimum.

Art. 24

Concluding provisions

1. According to the Italian Law, the present Contract is subject to the official internal registration at the responsible Office of the Veneto Region (Ufficiale Rogante).
2. According to the Italian fiscal regulation, VAT treatment and the stamp duty do not apply as the subsidy of the present Contract does not consist of a payment due amount.
3. According to the Italian Law, the present Contract is subject to registration only in the event of its use, in accordance with the art. 4 “Tariffa parte seconda” of the Italian Presidential Decree n.131/86 and in fixed measure, as regards the stamp duty, with the article 16 of the Italian Presidential Decree n. 642/1972.
4. All additional expenses, charges and taxes deriving from entering into, and executing, the present Contract shall be borne by the LP.
5. The specific requirements set by the legal framework of this Contract concerning e.g. archiving,

ownership rights, generation of revenues, audit trail, audit and publicity measures are valid for the LP and PPs beyond the expiration date of the Subsidy Contract.

6. If any provision in this Contract should be wholly or partly ineffective, the parties will replace ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision. This procedure is conducted in written form by the parties concerned. In case of differences that are not ruled by this Contract the parties concerned will agree on aiming to find a mutual consent on the issue.
7. For matters not expressly provided in the present Contract the parties submit to the laws in force as listed in the legal framework herein and, where applicable, to the Italian Civil Code.

Article 25

Binding documents

The following AF is binding and it is the reference document of the Contract:

- I. The project AF as approved in compliance with the decision of the MC [date XXX] submitted on [date XXX] (Identification data of the AF).

The provisions included in the operational documents of the Programme related to the concerned Call for proposal officially adopted by the MC do constitute binding rules to be respected.

Article 26

Entry into force and expiration

1. The present Contract shall enter into force as from the date of signature by the MA.
2. The LP must submit the signed Subsidy Contract to the MA within 30 days from the date of receiving of the Contract by the MA.

3. The Contract is signed digitally where due and whenever possible or, if not possible, with handwritten signature in three original copies of which one is kept by the LP and two by the MA.
4. Without prejudice to the provision concerning the implementation of the project and the eligibility of expenditure as well as to the rules governing State Aid, this Contract shall remain into force until the LP has discharged in full its obligations towards the MA in accordance with obligations on availability of documents as defined in Article 140 of Regulation (EU) No 1303/2013.

Place, date: [XXX]

Place, date: [XXX]

For the MA of Italy-Croatia CBC Programme,

For the Lead Partner,

Name and function

Name and function

Silvia Majer, Director

[XXX]

Signature and Stamp

Signature and Stamp

PARTNERSHIP AGREEMENT

Project ID: [XXX]

Project acronym: [XXX]

Project title: [XXX]

Note

This document serves as model for the Partnership Agreement to be established between the Lead Partner and all partners in compliance with Article 13(2) of Regulation (EU) No 1299/2013 and as further explained in chapter Factsheet n. 6 "Project Implementation" (hereinafter referred to as Factsheet n. 6). This document states the so called "LP Principle" for the operational management and coordination of the project and provides all minimum compulsory requirements that the signed Partnership Agreement must hold. Additional elements may be included by the partnership in order to tailor the Agreement to their specific needs. Additional provisions included in the final Partnership Agreement must in any case be in line with the Programme objectives and the legal framework mentioned in the Subsidy Contract.

It is strongly advised to check whether the terms and clauses – especially those dealing with company law, property law, disputes between partners and compensation for damages – are correct and consistent with the applicable law. The Managing Authority cannot under any circumstances or for any other reason whatsoever be held liable for damage or injury sustained by the application of this document. The Managing Authority therefore cannot accept any claim for compensation or increases in payment in connection with such damage or injury.

Glossary

AA	-	Audit Authority
AF	-	Application Form
AfR	-	Application for Reimbursement
EC	-	European Commission
ERDF	-	European Regional Development Fund
EU	-	European Union
FDR	-	Fondo di Rotazione (Italian Rotation Fund)
FLC	-	First Level Control
JS	-	Joint Secretariat
LP	-	Lead Partner
MA	-	Managing Authority
MC	-	Monitoring Committee
PP	-	Project Partner
SC	-	Subsidy Contract

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Partnership Agreement

for the implementation of the project [project title XXX, acronym XXX and project ID XXX]

within the

Interreg V A Italy Croatia Cross-border Cooperation Programme 2014-2020

Having regard to:

- the legal framework as in Art. 1 of the Subsidy Contract (hereinafter referred to as SC) signed between the Managing Authority (hereinafter referred to as MA) and [XXX] acting as Lead Partner of the project [project title XXX, acronym XXX, and project ID [XXX]] and in particular Article 13(2) of Regulation (EU) No 1299/2013
- Articles 3 (1) and 9 of the SC signed between the MA and the aforementioned LP on [XXX];

the following Agreement shall be made between:

[Name and address], represented by [XXX] (Lead Partner)

and

[Name and address], represented by [XXX] (Partner 1)

[Name and address], represented by [XXX] (Partner 2)

[Name and address], represented by [XXX] (Partner 3)

[Name and address], represented by [XXX] (Partner 4)

[Name and address], represented by [XXX] (Partner 5)

for the implementation of the Interreg V-A Italy-Croatia CBC project [project title XXX, acronym XXX and project ID XXX], approved by the Monitoring Committee (hereinafter referred to as MC) of the Interreg V-A Italy - Croatia CBC Programme 2014-2020 (hereinafter referred to as the Programme) on date [XXX] in place [XXX].

Art. 1

Definitions

1. For the purposes of this Partnership Agreement (hereinafter referred to as “the Agreement”) the following definitions apply:
 - a. Project Partner (hereinafter referred to as “PP”): any institution financially participating in the project and contributing to its implementation, as identified in the approved Application Form (hereinafter referred to as AF). It corresponds to the term “beneficiary” used in the European Structural and Investment Funds Regulations (hereinafter referred to as ESIF).
 - b. Lead Partner (hereinafter referred to as “LP”): the Project Partner who takes the overall responsibility for the submission and the implementation of the entire project according to Article 13 (2) of Regulation (EU) No 1299/2013. It corresponds to the term “lead beneficiary” used in the ESIF Regulations.

Art. 2

Language

1. The working language of this Agreement shall be English. Any official internal document of the project and all communication between the LP and the PPs shall in principle be made available in English, being the official language of the Programme.
2. The present Agreement is concluded in English. In case of translation of the present Agreement into another language, the English version shall be the binding one.

Art. 3

Subject of the Agreement

1. This Agreement lays down the arrangements regulating the relations between the LP and all PPs in order to ensure a sound implementation of the project [title of the project, acronym, Project ID] as in the latest version of the approved AF as well as in compliance with the conditions for support set out in the ESIF Regulations, delegated and implementing acts, the Italy Croatia CBC Programme rules based thereon and the SC signed between the MA and the LP. In case of changes in the SC that affect this Agreement, this document shall be adjusted accordingly.
2. The LP and all PPs commit themselves in jointly implementing the project with the aim to reach the objectives, to produce qualitative outputs and to achieve the results set in the AF.
3. All PPs entitle the LP to represent themselves in the project. They commit themselves to undertake all steps necessary to support the LP in fulfilling its obligations as specified in the SC signed with the MA.
4. The present Agreement serves also explicitly as written power of attorney of the PP to LP and authorises the latter to perform the specific duties and responsibilities as set out below.

Art. 4

Terms of funding

1. The present document, drawn up in the form of a legally binding private agreement, establishes the funding conditions for all the final beneficiaries, partners of the Project [title of the project, acronym, Project ID].
2. In accordance with Art. 132 of CPR, it does provide the obligations by the Italian LP to assign and transfer to the PPs the ERFD funding as well as the FDR when the PPs are Italian and have the status of public bodies or of bodies governed by public law. In case of Croatian LP the FDR is

transferred directly by the MA to the concerned Italian PPs, according to the provisions of Factsheet n. 6 “Project Implementation”.

3. The grant, as specified below, is awarded exclusively for the implementation of the project activities as described in the latest version of the AF in accordance with the conditions set out by the MC.
4. The final ERDF contribution awarded by the Programme consists of the 85% of the total eligible costs reported and certified by each PP.

Project partner name and number	Maximum ERDF amount of funding awarded	Approved Partners' co-financing	Approved total project budget
PP1.....[XXXX]	[0,00]EUR	[0,00] EUR	[0,00] EUR
PP2.....[XXXX]	[0,00]EUR	[0,00] EUR	[0,00] EUR
PP3.....[XXXX]	[0,00]EUR	[0,00] EUR	[0,00] EUR
PP4.....[XXXX]	[0,00]EUR	[0,00] EUR	[0,00] EUR
PP5.....[XXXX]	[0,00]EUR	[0,00] EUR	[0,00] EUR

5. The LP will be responsible for transferring the due contribution to the PPs as regulated by the present Agreement.
6. Disbursement of the subsidy is subject to the condition that the European Commission and the Italian National Authority make the funds available to the extent described above and that all applicable EU and national rules are observed by the partnership. In case of non-availability of funds the MA cannot be deemed responsible for late or missing payments.
7. All the provisions of the Article 4 of the SC shall apply by analogy.

Art. 5

Advance payment and financial guarantee

1. In compliance with the articles 81 par. 2 and 132 of the CPR and subject to the availability of funds by the Programme, an advanced payment from the ERDF , as well as from the FDR when the LP/PPs is an Italian public body or body governed by public law, for an amount up to 10 per cent of the overall ERDF contribution can be requested to the MA from the LP on behalf of all the interested PPs. Requests for advance payments can be sent to the MA by the LP only after the MA receives the SC accompanied by the present Agreement duly signed.
2. In order to limit the financial risks linked to unrecovered amounts, the LP shall require to its private PPs to provide an adequate financial guarantee to cover their respective share of the advance payment, as regulated in the appropriate sections of Factsheet n. 6. The financial guarantees shall be collected from each private PP by the LP and sent to the MA. No financial guarantee shall be required to any public or governed by public law PPs.
3. The advance payment will be deducted during the implementation period of the Contract as regulated in the appropriate sections of Factsheet n. 6 “Project Implementation”.

Art. 6

Duration of the project

1. According to the AF, the Project has a duration of [XXX] months and the project activities have to be carried out and finalized within the project implementation period consisting of the following schedule:
 - start date: [XXX]
 - end date: [XXX]

therefore, the project expenditure has to be incurred within this period.

2. The preparatory phase for the elaboration of the project proposal and the time needed for project administrative and financial closure shall be separately considered.
3. Administrative duties of the LP and PPs related to the closure of the project shall take place over a period of three months after the project end date.
4. The project activities should not be started before the submission of the application. The activities and costs incurred by the project are eligible starting from the date indicated as above. On this basis, partners may decide at their own risk to start the implementation of the project even before the MC decision for funding.
5. The extension of the project duration is not admitted except for duly justified and extraordinary cases, following the procedure as laid out in Factsheet n. 6 “Project Implementation”.

Art. 7

Obligations of the Lead Partner

1. The LP represents the partnership and acts as the only direct contact between the project and the MA/JS. The LP shall assume the sole responsibility towards the MA for the implementation, management and coordination of the entire project and fulfil all obligations arising from the SC signed between the MA and the LP. So far as not specified in the SC, the Factsheet n. 6 provisions applies.
2. In particular the LP shall:
 - a) Guarantee that the project implementation complies with the legal framework according to Art. 1 of the SC and with all the relevant legal and other requirements under the law which applies to the LP and to its PPs and their activities and that all necessary documentation (e.g. building permissions, environmental impact assessment statements) have been obtained;
 - b) Provide the PPs with all information and documents needed for a sound and legally correct

project implementation including requirements related to communication and publicity;

- c) Provide data for the Programme electronic management and monitoring system in compliance with the SC and according to the MA and JS instructions
- d) Lay down the present Agreement to be signed by all PPs and sent it to the MA as attachment to the first progress report or together with the advanced payment request, if applicable;
- e) Ensure that its expenditure and that of the PPs has been paid for the purpose of implementing the project activities as defined in the approved AF;
- f) Ensure that the expenditure incurred by all PPs has been verified by the controllers according to the specificities of the national First Level Control;
- g) Meet the reporting requirements and collect documents and information from the PPs in order to submit the progress reports and the AfR;
- h) Maintain a separate accounting system for the project implementation purpose, ensuring the identification of each financial operation within the project;
- i) Transfer the due amounts to the PPs correctly and within [XXX] days after receiving the reimbursement from the MA on behalf of the entire partnership;
- j) Inform the MA immediately if project costs are reduced in a way that has an impact on the approved AF, or one of the disbursement conditions ceases to be fulfilled, or any circumstances arise which entitle the MA to reduce payment or to demand repayment of the subsidy wholly or in part;
- k) Guarantee the reimbursement to the MA of amounts unduly paid upon receiving a recovery order following the detection of an irregularity on behalf of the affected PPs (the LP is entitled to ask repayment from its PPs as stipulated in Article 27 (2) of Regulation (EU) No 1299/2013);
- l) Ensure to take all the necessary measures in order to avoid that the SC is terminated by the MA and thus to avoid that the partnership is asked to repay the subsidy according to Art. 22 of the SC.
- m) Ensure that all project documentation is kept available for a period of four years following the project closure or otherwise required by the specific legislation (e.g. State Aid). The time period

referred to shall be interrupted either in the case of legal proceedings or by a duly justified request from the European Commission;

- n) Undertake together with all PPs, in accordance with Articles 56 and 57 of Regulation (EU) 1303/2013, to provide JS/MA, experts or bodies authorized by the Interreg V A Italy-Croatia Programme carrying out project evaluations and/or studies with any document or information requested. Information might be provided by the LP and PPs also through surveys and/or interviews.

Art. 8

Obligations of the Project Partners

1. Each PP shall comply with the relevant European Union's and national legislation as set out in Art. 1 of the SC.
2. The PPs shall guarantee that the project activities under their responsibility will be implemented according to the rules and procedures as set in the Factsheet n. 6. In particular the PPs shall ensure:
 - a) the project activities will be developed in compliance with rules concerning equal opportunities, environmental protection, financial management, public procurement and State aid;
 - b) the monitoring of the project operational and financial progress, the recording and storing of documents, the implementation of information and publicity measures;
 - c) that in case part of the project activities will be state aid relevant under the de minimis regime all necessary requirements provided for in Regulation (EU) n. 1407/2013 as well as all applicable decision and ruling in the field of State aid as reported in the Art. 1 of the SC, are respected by the PP concerned and also, when necessary, by those bodies benefitting of project activities/outputs, accordingly to the provisions of the Art. 10 of the Subsidy Contract;
 - d) that Programme requirements on eligibility of expenditure, as provided for in the Factsheet n. 6 are strictly respected in line with Art. 8 of the SC;

- e) that at least basic information about the project (aims, partners, amount of funding and its source, description of activities) is available during project implementation phase and once the project is concluded, according to the provisions of the Factsheet n. 8 “Project Communication”, and that the JS/MA are entitled to use and publish this data in whatever form, including internet;
 - f) that the JS/MA shall be authorized also to use and share PPs personal data which are contained in the approved AF with the competent Programme National and/or European bodies in charge for project evaluation, monitoring and audit activities (including anti-fraud policy);
 - g) to set up a physical and/or electronic archive which allows storing data, records and documents composing the audit trail. The PP commits itself to promptly inform the LP on any change of location;
 - h) to give access to the relevant authorities (MA/JS, Audit Authority, Commission Services and national and EU controlling institutions) to its business premises for the necessary controls and audits, as further ruled in Art. 11 of this Agreement;
 - i) that all necessary approvals (e.g. building permissions, environmental impact assessment statements) have been obtained.
3. Each PP shall ensure that its part of activities to be implemented in the approved project is not fully or partly financed by other EU Programmes and that the following project and financial management conditions are fulfilled:
- a) to timely start as well as to implement the part(s) of the project for which it is responsible in due time and in compliance with the approved AF ensuring, in quantitative and qualitative terms, the delivery of its planned project activities, outputs and results;
 - b) that in case one or more output and result targets, as set in the latest approved version of the AF are not successfully reached, adequate corrective measures are put in place to ensure the project performance as well as to minimise the impact at programme level (e.g. adaptation of the project to the changed situation) following the procedures specified in the Factsheet n. 6;

- c) to appoint a project coordinator with the authority to represent the partner in the project, in particular within the Steering Committee that is the decision-making body of the project so that to ensure a sound project management;
 - d) to immediately notify the LP of any event that could lead to a temporary or permanent discontinuation or any other deviation of the part(s) of the approved project for which the PP is responsible;
 - e) to provide LP with complete and accurate information needed to draw up and submit progress and final reports and, where possible, the main outputs and deliverables obtained in line with the approved AF.;
 - f) that expenditure reported to the LP has been incurred for the purpose of implementing the project activities as set out in the latest approved version of the AF;
 - g) to immediately inform the LP if costs are reduced or any of the disbursement conditions ceases to be fulfilled, or circumstances arise which entitle the MA to reduce payment or to demand repayment of the subsidy wholly or in part;
 - h) to install a separate accounting system for the settlement of the project and safeguard that the eligible costs as well as the received subsidies can be clearly identified.
4. In the circumstance that any of the PPs is in the situation of undertaking in difficulty, within the meaning of point 24 (in conjunction with point 20) of the “Guidelines on State aid for rescuing and restructuring non-financial undertakings in difficulty” (Communication from the Commission No. 2014/C 249/01 of 31.07.2014), the concerned PP is to immediately inform the LP that shall in turn immediately inform the MA/JS.

Art. 9

Non-fulfilment of obligations

1. Each PP is directly and exclusively responsible towards the LP and the other PPs for the due implementation of its part(s) to the project as described in the approved AF as well as for the proper fulfilment of its obligations as set out in this Agreement. Should a PP not fulfil its

obligations under this Agreement in due time, the LP shall admonish the PP to fulfil such obligations within reasonable deadlines set by the LP. The LP shall make any effort in resolving the difficulties, including seeking the assistance of the MA/JS. Should the non-fulfilment continue, the LP may decide to exclude the PP concerned from the project prior approval of the other PPs. The MA and JS shall be immediately informed of such an intended decision.

2. The excluded PP is obliged to refund to the LP any Programme funds received for which it cannot prove that, on the day of exclusion, ERDF received for the project was used for activities carried out, and deliverables/outputs obtained, for the benefit of the project and that such activities and deliverables/outputs can be used for the further implementation of the project. The excluded PP is liable to compensate any damage to the LP and the remaining PPs due to its exclusion.
3. The LP and all PPs herewith oblige themselves to compensate each other for those damages that may result from intentional or gross negligence, non-performance or mal-performance of any of their obligations under the present Agreement.
4. In case of non-fulfilment of PP obligations having financial consequences for the funding of the project as a whole, the LP may demand compensation from the responsible PP to cover the sum involved.

Art. 10

Liability

1. According to Art. 9 of the SC, the LP bears the overall financial and legal responsibility for the project and for the PPs towards the MA and third parties.
2. Within the partnership, each party to this Agreement shall be liable to the other parties and shall indemnify and hold harmless such other party for and against any liabilities, damages and costs resulting from the non-compliance of its duties and obligations as set forth in this

Agreement or of other legal norms. Eventual repayment of undue funds by the PPs to the LP, for which the LP is liable towards the MA is ruled in Art. 13 of the present Agreement.

3. The LP shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the project is being carried out as stipulated in Art. 9 of the SC. The LP is entitled to subrogate against the PP that caused the damage. The PP causing damage shall be liable to the LP therefore.
4. The parties to this Agreement accept that the MA cannot be under any circumstances or for any reason whatsoever held liable for damage or injury sustained by the staff or property of the LP or any PP while the project is being carried out. No claims can be accepted by the MA for compensation or increases in payment in connection with such damage or injury.
5. No party shall be held liable for not complying with obligations ensuing from this Agreement in case of force majeure as described in Art. 21 of this Agreement.

Art. 11

Financial controls, audits

1. The European Commission, the European Anti-Fraud Office (OLAF), the European Court of Auditors (ECA) and, within their responsibility, the auditing bodies of the participating EU Member States or other national public auditing bodies as well as the Programme AA, the MA and the JS are entitled to audit the proper use of funds by the LP or by its PPs or to arrange for such an audit to be carried out by authorised persons. The LP and PPs will be notified in due time about any audit to be carried out on their expenditure. The procedures for these controls are described in the Factsheet n. 6.
2. The LP and all the PPs will keep all documents and data required for controls and audits safely and orderly, will produce all documents required for the above controls and audit, provide necessary information and give access to their premises, to their accounting books, to

supporting documents and to all other documentation related to the project, in order to ensure that any audit, notified by a duly authorised institution can be carried out.

- Each PP shall promptly inform the LP about any audits that have been carried out by the bodies mentioned in the par. 1 of this Article. If, as a result of the controls and audits, any expenditure is considered non eligible according to the regulatory framework as in Art. 1 of the SC, the procedure described in Art. 8 and 9 of this Agreement shall apply.

Art. 12

Reporting and Application for Reimbursement

- Each PP may request payments of the contribution from the ERDF as well as the FDR if due accordingly to Art. 4 of the present Agreement (only to the Italian PPs that have the status of public bodies or bodies governed by public law) by providing proof of progress of its respective part(s) of the project towards the achievement of the outputs and results as set in the approved AF, in compliance with the principle of sound financial management (as determined by the principles of economy, efficiency and effectiveness). The following spending targets, reporting periods and deadlines shall be respected according to the AF and to the Art 12 of the SC: *[the following table shall be adapted to each Project according to the relevant Call and timeline].*

Reporting period	Timeframe	Deadline for submission of the Progress Reports/Final Report	Spending forecast (eligible costs to be reported in the given reporting period)
1	[.....]	[.....]	[.....]
2	[.....]	[.....]	[.....]
3	[.....]	[.....]	[.....]
4	[.....]	[.....]	[.....]

5 [.....] [.....] [.....]

2. With the exception of the advance payment, the PP has to present to the LP the six-monthly progress reports within [XXX weeks/months] from the end of each reporting period, so as to allow the LP to respect the timing as set out at Article 12 (2) of the SC. The progress reports will consist of an activity report and a financial report. The financial part of the report shall comprise the amount indicated in all FLC certificates related to the project expenditure that has been paid within the relevant reporting period.
3. Each progress report submitted by the LP via the SIU to the MA, must be accompanied by certificates confirming the eligibility of expenditure included in the report by the LP and the PPs. Certificates of Validated Expenditure (CoVE) must be issued by national controllers as referred to in Article 23 (4) of Regulation 1299/2013 according to the system set up by each Member State and in compliance with the requirements set by the legal framework listed in Art.1 of the SC. Certificates of Validated Expenditure shall be accompanied by the compulsory elements presented in the Factsheet n. 6 (i.e., the control report and checklist). The LP will pre-check the FLC checks received from the PPs, with regard to plausibility and correct issuing.
4. In order to meet the deadlines mentioned in par. 1 of this Article, each PP commits itself to deliver to the LP the necessary information and documents [XXX days] working days before those deadline for submitting the concerned progress report.
5. Requests for postponement of the reporting deadline may submit to the LP by the PPs only in exceptional and duly justified cases. They shall be asked by the PPs to the LP at the latest [XXX days/weeks] prior to the due deadline, in order to let the LP able to collect all the received requests in time to comply with its obligations as foreseen in Art. 12 of the SC.
6. In line with Art. 9 and 12 of the SC, the LP shall confirm that the expenditure reported by each PP has been incurred by the PP for the purpose of implementing the project, that it

corresponds to the activities laid down in the approved AF and that it has been verified by its national controller.

7. If the LP casts doubts on the project relevance of any expenditure items claimed by a PP, shall clarify the issue with the concerned PP with the aim of finding an agreement on the expenditure to be claimed and the corresponding activities to be reported as project-relevant. In the case that such agreement cannot be found, the procedure as stated in the Factsheet n. 6 will be followed.
8. Payments not requested in time and for their full amount or non in compliance with the payment schedule as indicated in the table at par. 1 or this Article, may not be reimbursed. In case of de-commitment of funds Art. 13 of this Agreement applies in compliance with Art. 16 of the SC.
9. In order to proceed with the analysis of progress and final reports, each PP must provide additional information if the LP or the MA/JS deem that necessary. Additional information requested by the MA/JS are to be collected and sent by the LP within the demanded time frame.
10. Following the approval of the progress report by the MA/JS and the ERDF funds have been transferred to the LP account, the LP shall forward the respective ERDF share to each PP without any delay (see art. 7 par. 2 lett. i) and in full to their bank accounts. Bank accounts shall be whenever possible specific for the project and shall provide for registration in Euro (EUR; €) of total expenses (expenditure) and of the return (income) related to the project. Changes of the account number shall be duly notified to the LP.
11. The LP shall provide all PPs with copies of any report and documentation submitted to the MA/JS and keep the PPs informed about all relevant communication with MA or JS. The MA will pay directly the FDR contribution, where due, to the Italian LPs or PPs, according to Art. 4 of the

present Agreement.

12. Details on the contents of the reports on the verification of expenditure, on the reimbursement of funds and on the related procedural rules are laid out in the Factsheet n. 6, the contents of which each PP accepts.

Art. 13

Withdrawal or recovery of unduly paid-out funds, decommitment of funds

1. The MA shall in accordance with the provisions of the Article 13 of the SC and the Factsheet n. 6, demand the repayment of subsidy already transferred to the LP and every PP is obliged to transfer its portion of undue paid out amount to the LP in compliance with Article 27(2) of Regulation (EU) No 1299/2013. The LP shall, without delay, forward the letter by which the MA has asserted the repayment claim and notify every PP of the amount repayable. Alternatively and when possible, the repayment amount will be offset against the next payment of the MA to the LP or, where applicable, remaining payments can be suspended. The LP shall be entitled to set an internal deadline to the concerned PPs in order to meet the MA requests.
2. In case the PP does not repay the LP the irregular amounts by the deadline specified in the recovery letter, the LP informs the MA without delay. Further provisions of the SC shall apply by analogy.
3. Bank charges incurred by the repayment of amounts due to the MA via the LP shall be borne entirely by the concerned PPs. The amount repayable shall be subject to interest.
4. If de-commitment of funds apply in compliance with Art. 12 par. 8) of this Agreement, Article 16 of the SC and provisions of the Factsheet n. 6, the PPs herewith agree that the deduction shall be imputed to those PPs that have contributed to the de-commitment of funds unless a different decision is taken by the MC.

Art. 14

Publicity, communication and branding

1. The LP and the PPs shall ensure adequate promotion of the project both towards potential beneficiaries of the project results and towards the general public.
2. Each PP shall ensure that any notice or publication made by the project, including presentations at conferences or seminars, shall point out that the project was implemented through financial assistance of the Italy Croatia CBC Programme. All information, communication and branding measures of the project shall be carried out in accordance with the EU rules and regulations, the latest version of the approved AF and the Factsheet n. 8 "Project Communication".
3. All PPs also takes the full responsibility for the content of any notice, publication and marketing product provided to the MA which has been developed by the PPs or third parties on behalf of the PPs. The PPs are liable in case a third party claims compensation for damages (e.g. because of an infringement of intellectual property rights). The PPs will indemnify the LP in case the LP suffers any damage because of the content of the publicity and information material.
4. The LP and each PP authorise the MA and the other Programme authorities to use the outputs of the project in order to guarantee a wide spreading of the project deliverables and outputs and to make them available to the public, and to publish, in any and by any means, the following information:
 - a. the name of the LP and its PP(s);
 - b. the purpose of the subsidy;
 - c. the total Project budget (ERDF contribution + National co-financing + other public and private funding + PPs own resources);
 - d. the geographical location of the project;
 - e. summary description of activities carried out included in the Progress Reports and the

Final Report.

The PPs are obliged to inform the LP on possible sensitive/confidential (e.g. business or personnel related) issues that cannot be published in the Programme newsletters and website.

5. Any communication campaign, media appearance or other publicity of the project shall be communicated to the MA/JS for potential website updates or showcases.

Art.15

Project changes

1. Minor changes in budget allocations per budget lines, work packages and partners are allowed as long as the maximum amount of the ERDF contribution funding awarded is not exceeded, if they follow the conditions and procedures as set out in the Factsheet n. 6.
2. With regard specifically to budget changes exceeding the flexibility provisions of par. 1, as well as changes in activities/deliverables/outputs, duration and project partnership changes that are resulting in major changes in the project, they shall be allowed with prior approval from the LP and MC if they comply with the rules stated in the Factsheet n. 6. To this purpose, each PP shall timely inform the LP on any request of project changes in respect to its original commitment. In case of changes in the partnership, this Agreement shall be amended accordingly and signed by the LP and the PPs, including the new PP if applicable.
3. Amendments and supplements to this Agreement as a consequence of the project changes shall be managed accordingly to the provisions of the Art. 15 of the SC that shall apply by analogy.

Art. 16

Revenues

1. Earnings generated during the project implementation through the sales of products and merchandise, participation fees or any other provisions of services against payment must be

deducted from the amount of costs incurred by the project in line with Art 61 of Regulation (EU) N. 1303/2013 and stipulations in the Factsheet n. 6.

2. The LP and each PP are responsible for keeping account and documenting all revenues generated, following project activities, for control purposes.

Art. 17

Ownership – Use of outputs

1. Ownership, title and industrial and intellectual property rights in the results of the project and the reports and other documents relating to it shall, depending on the applicable national law, belong to the LP and/or its PPs.
2. Where several members of the partnership (LP and/or PPs) have jointly carried out work generating outputs and where their respective share of the work cannot be ascertained, they shall have joint ownership on it/them.
3. The ownership of outputs having the character of investments in infrastructure or productive investments realised within the project must remain with the concerned LP and/or PPs according to the timeframe as well as under the conditions set in Article 71 of Regulation (EU) No 1303/2013. Should any of the conditions set by the mentioned Regulation not be met at a certain point of time, the MA/JS must be immediately informed by the concerned LP or PP. The MA will recover the unduly paid ERDF contribution in proportion to the period for which the requirements have not been fulfilled.
4. Each PP shall respect all applicable rules and the basic principles related to competition law as well as the principles of equal treatment and transparency within the meaning of the funding regulations and it ensures that no undue advantage (i.e. the granting of any advantage that would undermine the basic principles and political objectives of the funding regime) is given to anybody. Outputs and results, especially studies and analyses, produced during project

implementation are made available to the general public free of charge and can be used by all interested persons and organizations in the same way and under the same conditions as by the LP or its PPs.

5. The MA reserves the right to use the outputs and results for information and communication actions in respect of the programme. In case there are pre-existing intellectual and industrial property rights which are made available to the project, these are fully respected.
6. Any income generated by the intellectual property rights must be managed in compliance with the applicable EU, national and programme rules on revenues and State aid.

Art. 18

Archiving of project documents

1. The LP/PPs are at all times obliged to retain for audit purposes all official files, documents and data about the project on customary data storage media (in the form of photocopies, microfiches and electronic versions) in a safe and orderly manner for four years after the closure of the project.
2. The LP/PPs are obliged to store the invoices and to keep them clearly traceable in the bookkeeping for the FLC and audit purposes and maintain records of invoices and bodies holding documentation in the audit trail in accordance with Article 140 of CPR Regulation.
3. Where projects are operating under the State Aid scheme, LP/PPs must maintain detailed records with the information and supporting documentation necessary to establish that all the conditions laid down in the Regulation are fulfilled: in this case the documents shall be retained for ten years after the last aid is granted under the scheme.

Art. 19

Assignment, legal succession

1. LP and PPs in exceptional cases and in well-founded circumstances are allowed to assign their duties and rights under this Agreement only after prior written consent of the MA/JS or MC, if applicable in compliance with the procedure specified in the Factsheet n. 6.
2. Where according to national laws the legal personality does not change and where all assets of a PP are taken over so that a deterioration of the financial capacity of the acquiring institution is not to be expected (i.e. in cases of universal succession) prior consent by the programme bodies is not necessary. However, the concerned PP shall submit in due time to the MA/JS via the LP related information together with all documents that are necessary to analyse the legal case. If the MA/JS comes to the conclusion the conditions as stated above are not fulfilled (e.g. in cases of a singular succession), the LP will be informed that a partner change procedure as stated in Art. 15 (2) of this Agreement has to be initiated.
3. In case of assignment or any form of legal succession of any PP, the PP concerned is obliged to assign all rights and obligations and all project related documents to each and any assignee or legal successor. Related reports to the MA/JS have to be forwarded by the LP, and the present document shall be amended in compliance with the Article 15 (3) of this Agreement.

Art. 20

Disputes between partners and complaints

1. Any complaints against acts, omission and/or decision of the MA/JS and/or MC decisions during the project implementation phase shall be formally submitted by the LP on behalf of the partnership to the MA for the examination; the complaint shall be submitted via certified e-mail or e-mail accompanied by a cover letter.
2. The LP, as well as the interested partner, can file a formal complaint against act, omissions and/or decisions of control and audit bodies (controllers, auditors, etc.) related to the national control system following the procedures set in place at national and EU level. In case of dispute

between the LP and its PPs or among PPs, presumption of good faith from all parties will be privileged.

3. Should a dispute arise between the LP and its PPs or among PPs, the affected parties will endeavour to find a solution on an amicable way. In case of matters that are not ruled by this Agreement, the parties agree to find a mutual consent and a joint solution.
4. Disputes will be referred to the Steering Committee in order to reach a settlement. The LP will inform the other PPs and may, on its own initiative or upon request of a PP, ask advices to the MA/JS.
5. Should a compromise through mediation not be possible, at any time the parties may submit the dispute to the courts and herewith agree that [XXX] shall be the venue for all legal disputes arising from this Agreement.
6. Further details about the complaint procedures must be checked in Factsheet n. 6 “Project Implementation”.

Art. 21

Force majeure

1. As regard the meaning of the term “force majeure” the present Agreement refers to the Art. 23 of the SC.
2. If the LP or PPs are subject to force majeure liable to affect the fulfilment of its/their obligations under this Agreement, the LP shall notify the MA via the JS without delay, stating the nature, likely duration and foreseeable effects.
3. Neither the LP nor the PPs shall be considered to be in breach of their obligations to execute the project if it has been prevented from complying by force majeure. Where LP or PPs cannot fulfil their obligations to execute the project due to force majeure, grant for accepted eligible

expenditure occurred may be made only for those activities which have actually been executed up to the date of the event identified as force majeure. All necessary measures shall be taken to limit damage to the minimum.

Art. 22

Concluding provisions

1. All laws, regulations and Programme official documents mentioned in this Agreement are applicable in their currently valid version. The LP and all PPs ensure that in case of modification of provisions as listed in Art. 1 “Legal framework” of the SC, updated rights and obligations derived thereof shall apply.
2. If any provision in this Agreement should be wholly or partly ineffective, the parties to this Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision. This procedure is conducted in written form by the parties concerned. In case of differences that are not ruled by this Agreement the parties concerned will agree on aiming to find a mutual consent on the issue.
3. Amendments and supplements to this Agreement must be in written form and have to be indicated as such. Consequently, any changes of this Agreement shall only be effective if they have been agreed on in writing and have been designated as amendment of or supplement to the Agreement.
4. Any costs, fees or taxes not eligible or any other duties arising from the conclusion or the implementation of this Agreement shall be borne by the LP and PPs.
5. This Agreement is governed by and construed in accordance with the legal framework of the SC and, where applicable, to the Italian Civil Code.

6. To the effect of this Agreement, the PPs shall irrevocably choose domicile at their addresses stated in the partner section of the AF where any official notifications can be lawfully served. Any change of domicile shall be forwarded by the concerned PP to the LP within 15 days following the change.

Art. 23

Entry into force

1. The present Agreement shall enter into force as from the date of the last signature. It shall remain in force until the LP has discharged in full its obligations towards the MA as provided for in Art. 26 of the SC signed between the MA and the LP.
2. The present Agreement must be signed by the LP and all PPs and evidence of the occurred signature has to be provided following the procedures described in the Factsheet n. 6 and in the SC.
3. The MA reserves the right to check the present Agreement in order to verify that it has been signed and that it is in conformity with the minimum requirements as provided for the SC and as set by the template of Partnership Agreement made available by the Programme.
4. This Agreement is made in No. [XXX] copies; no original copies has to be delivered to the MA.

Art. 24

Binding documents

The SC including any revision(s) is binding and it is the reference document of the present Agreement:

- I. The SC as signed between the MA and the LP on [date XXX].

The provisions included in the operational documents of the Programme related to the

concerned Call for proposal officially adopted by the MC do constitute binding rules to be respected.

Drawn up at [date XXX]

Lead Partner

Name and function [XXX]

Signature and Stamp

Place, date: [XXX]

Partner 1

Name and function [XXX]

Signature and Stamp

Place, date: [XXX]

Partner 2

Name and function [XXX]

Signature and Stamp

Place, date: [XXX]

Partner 3

Name and function [XXX]

Signature and Stamp

Place, date: [XXX]

Partner 4

Name and function [XXX]

Signature and Stamp

Place, date: [XXX]

Partner 5



Name and function [XXX]

Signature and Stamp

Place, date: [XXX]

N. proposta: PDEL-2019-21 del 11/03/2019

Centro di Responsabilità: Struttura Idro-Meteo-Clima

OGGETTO: Struttura Idro-Meteo-Clima. Presa d'atto dell'approvazione del progetto IT-HR 10176341 GECO2 "Green Economy and CO2" nell'ambito del Programma di cooperazione transfrontaliera Italia-Croazia.

PARERE CONTABILE

Il sottoscritto Dott. Giuseppe Bacchi Reggiani, Responsabile del Servizio Bilancio e Controllo Economico, esprime parere di regolarità contabile ai sensi del Regolamento Arpae per l'adozione degli atti di gestione delle risorse dell'Agenzia.

Data 11/03/2019

Il Dirigente
