

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-2024-36 del 27/03/2024

Oggetto Struttura Idro-Meteo-Clima. Presa d'atto dell'approvazione del progetto standard ITHR0200333 "Adriatic coastal areas science-based solutions for climate adaptation" (AdriaClimPlus) nell'ambito del Programma di cooperazione transfrontaliera Italia-Croazia 2021-2027.

Proposta n. PDEL-2024-37 del 26/03/2024

Struttura proponente Struttura Idro-Meteo-Clima

Dirigente proponente Nanni Sandro

Responsabile del procedimento Nanni Sandro

Questo giorno 27 (ventisette) marzo 2024 (duemilaventiquattro), 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 standard ITHR0200333 "Adriatic coastal areas science-based solutions for climate adaptation" (AdriaClimPlus) nell'ambito del Programma di cooperazione transfrontaliera Italia-Croazia 2021-2027.

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 Arpa in "Agenzia 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 2022/74/UE della Commissione del 17 gennaio 2022 che stabilisce l'elenco dei programmi Interreg e indica l'importo totale dell'intero sostegno del Fondo europeo di sviluppo regionale e di ciascuno strumento di finanziamento esterno dell'Unione per ciascun programma e l'elenco degli importi trasferiti tra le componenti dell'obiettivo «Cooperazione territoriale europea» per il periodo 2021-2027;
 - la Decisione di esecuzione (UE) 2021/1130 della Commissione del 5 luglio 2021 che definisce l'elenco delle regioni ammissibili al finanziamento del Fondo europeo di sviluppo regionale e del Fondo sociale europeo Plus nonché degli Stati membri ammissibili al finanziamento del Fondo di coesione per il periodo 2021-2027;
 - il Programma INTERREG Italia-Croazia 2021-2027, finanziato dal Fondo Europeo di Sviluppo Regionale nell'ambito dell'obiettivo “Cooperazione Territoriale Europea”, approvato con Decisione di esecuzione C(2022) 5935 del 10/08/2022;

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 22/12/2021, n. 78 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 2023 la Fondazione Centro Euro-Mediterraneo Sui Cambiamenti Climatici (CMCC), coordinatore del progetto (LP), ha invitato questa Agenzia a partecipare, come partner, alla presentazione della proposta progettuale “Adriatic coastal areas science-based solutions for climate adaptation” (ridenominata AdriaClimPlus) in qualità di partner;
- che CMCC, a mezzo email conservata agli atti di questa Struttura (PG/2023/0209874), in data 11/12/2023 ha informato Arpae - Struttura Idro-Meteo-Clima che il progetto standard AdriaClimPlus ha concluso positivamente il processo di negoziazione ed è stato definitivamente ammesso a finanziamento come da graduatoria approvata da parte del Comitato di Monitoraggio della Autorità di Gestione del Programma Italia-Croazia in data 23/11/2023 (sezione relativa all'obiettivo specifico 2.1 Promoting climate change adaptation and disaster risk prevention, resilience, taking into account eco-system based approaches);

CONSIDERATO:

- che AdriaClimPlus ha tra i suoi obiettivi principali: (i) il miglioramento delle conoscenze per il monitoraggio e l'adattamento ai cambiamenti climatici, basandosi sui recenti risultati di diversi progetti Interreg IT-HR 2014-2020, in primo luogo del progetto AdriaClim (al quale Arpaè ha partecipato in qualità di capofila); (ii) la condivisione di metodologie e approcci per definire strategie di adattamento nuove, sviluppando il downscaling degli scenari climatici regionali alle aree costiere, simulando anche eventi estremi e processi costieri come erosione costiera, intrusione salina, inondazioni costiere e livelli estremi del mare; (iii) aumentare l'efficacia dei sistemi di monitoraggio integrati; (iv) mettere a disposizione degli stakeholder informazioni e strumenti al fine di sfruttare i nuovi scenari climatici a valore aggiunto e selezionare le adeguate soluzioni di misure di adattamento;
- che per Arpaè, partner del suddetto progetto, AdriaClimPlus rappresenta un'ottima opportunità per raggiungere gli obiettivi prefissati a livello regionale:
 - miglioramento della conoscenza degli impatti dei cambiamenti climatici e nella creazione di meccanismi sostenibili di controllo ed adattamento;
 - sviluppo e miglioramento dei Sistemi Informativi Integrati Regionali al servizio della pianificazione dello spazio marino-costiero e della comprensione dell'andamento di indici climatici;
 - fornitura alle autorità locali e regionali di informazioni accurate e ad alta risoluzione sulle aree marine e costiere, aumentando così la loro capacità di pianificazione;
 - scambio di buone pratiche nella cooperazione territoriale e transfrontaliera;
 - sviluppo di metodologie di monitoraggio della fascia costiera basata sulla partecipazione attiva dei cittadini (citizen science);
- 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 per garantire il completo svolgimento delle attività previste dal progetto AdriaClimPlus, Arpaè dovrà sottoscrivere con il capofila e i partner di progetto un Accordo di partenariato, allegato sub A) al presente atto, al fine di regolare i rapporti tecnici ed amministrativo-contabili;
- 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 1/03/2024 al 31/08/2026;
- che in Arpaè soggetto competente all'attuazione e alla gestione del progetto standard

ITHR0200333 “Adriatic coastal areas science-based solutions for climate adaptation” (AdriaClimPlus) è la Struttura Idro-Meteo-Clima (SIMC);

- che il Responsabile del SIMC potrà, nell’arco della durata del progetto, coinvolgere nella realizzazione delle attività altre strutture di Arpae, 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 345.000,00 ed è articolato come segue:

Voce di budget	Importo in €
Personale	54.000,00
Costi amministrativi	8.100,00
Missioni	8.100,00
Servizi esterni	257.800,00
Investimenti	15.000,00
Closure costs	2.000,00
Totale	345.000,00

- che i costi amministrativi e i costi di missione saranno rimborsati su base forfettaria (entrambi pari a 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 22/12/2021, n. 78), previa apposita certificazione del controllore di primo livello);
- che Arpae deve provvedere, nel rispetto delle indicazioni impartite a livello nazionale per la programmazione INTERREG 2021-2027, alla individuazione del controllore di primo livello per poter acquisire la certificazione necessaria all’ottenimento del contributo previsto a rimborso dei costi sostenuti;
- che con determinazione n. 848 del 17/10/2023 del Responsabile del Servizio Amministrazione Bilancio e Controllo economico di Arpae si è proceduto all’affidamento diretto del servizio di consulenza per adempimenti in ambito tributario fiscale, contabile e civilistico per un periodo di 36 mesi CIG A00BE60B08, nell’ambito del quale è stata esplicitamente prevista anche l’attività di certificazione di progetti finanziati;
- che quindi Arpae procederà a validare quale controllore di primo livello per il progetto AdriaClimPlus la società P.A. Consulting S.T.P. S.R.L., avente sede in Via Giovanni

Battista Melloni n. 24, 40134 Bologna - C.F. e Partita Iva 04043691205, aggiudicataria del citato affidamento, presso l'ufficio competente designato per il programma Interreg Italia-Croazia (Decreto del Direttore dell'Area Risorse Strumentali n. 33 del 25/10/2017), all'interno della Regione Veneto;

- 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 al progetto standard ITHR0200333 "Adriatic coastal areas science-based solutions for climate adaptation" (AdriaClimPlus) nell'ambito del Programma di cooperazione transfrontaliera INTERREG Italia-Croazia;
- individuare il Responsabile del SIMC quale soggetto legittimato ad agire, in qualità di delegato del legale rappresentante di Arpae, nell'ambito del Progetto standard ID ITHR0200333 AdriaClimPlus nei confronti di CMCC (capofila) e dei partner, in particolare sottoscrivendo l'Accordo allegato sub A), 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 al 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;

SU PROPOSTA:

- del Responsabile della Struttura Idro-Meteo-Clima, Dott. Sandro Nanni, il 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 Amministrazione, Bilancio e Controllo economico, Dott. Giuseppe Bacchi Reggiani, ai sensi del Regolamento per l'adozione degli atti di gestione delle risorse dell'Agenzia, approvato con Delibera del Direttore Generale n. 114 del 23/10/2020;
- del parere favorevole espresso dal Direttore Tecnico, Dott. Eriberto de' Munari, e dal Direttore Amministrativo, Dott.ssa Lia Manaresi, ai sensi della L.R. n. 44/1995;
- che il Responsabile del procedimento è il Dott. Sandro Nanni, Responsabile della Struttura Idro-Meteo-Clima;

DELIBERA

1. di prendere atto dell'approvazione del progetto standard AdriaClimPlus "Adriatic coastal areas science-based solutions for climate adaptation" nell'ambito del Programma di cooperazione transfrontaliera Italia-Croazia codice ID ITHR0200333 che vede come partner capofila CMCC;
2. di dare atto che Arpae riveste il ruolo di partner;
3. di dare atto che il progetto di cui trattasi ha durata di mesi 30 a partire dal 1/03/2024 con conclusione al 31/08/2026;
4. di dare atto che il costo stimato per la realizzazione del progetto da parte di Arpae è pari ad Euro 345.000,00 e che i costi sostenuti saranno rimborsati al 100% previa certificazione delle spese secondo le modalità previste dai Regolamenti vigenti;
5. di individuare il Responsabile della Struttura Idro-Meteo-Clima quale soggetto legittimato ad agire, in qualità di delegato del legale rappresentante di Arpae, nell'ambito del progetto AdriaClimPlus nei confronti di CMCC (capofila) e dei partner, in particolare sottoscrivendo l'Accordo finalizzato a disciplinare la collaborazione nell'ambito del progetto, allegato sub A) al presente atto;
6. di dare atto che, per Arpae, soggetto competente all'attuazione e alla gestione del progetto standard AdriaClimPlus "Adriatic coastal areas science-based solutions for climate adaptation" nell'ambito del Programma di cooperazione transfrontaliera Italia-Croazia cod. ID ITHR0200333 è la Struttura Idro-Meteo-Clima (SIMC);
7. di richiedere la validazione presso l'Autorità di gestione del programma comunitario Italia-Croazia della società P.A. Consulting S.T.P. S.R.L., avente sede in Via Giovanni Battista Melloni n. 24, 40134 Bologna - C.F. e Partita Iva 04043691205, in qualità di controllore di primo livello di Arpae, con riferimento al progetto AdriaClimPlus;
8. di delegare al Responsabile del SIMC, nell'ambito del budget assegnato al progetto, l'adozione di ogni atto che si renda necessario per garantire lo svolgimento delle attività progettuali;
9. di costituire per la realizzazione del progetto AdriaClimPlus il seguente gruppo di lavoro:

Nome e cognome	Funzioni
Sandro Nanni	Responsabile del SIMC - supervisore delle attività tecniche e finanziarie del progetto
Andrea Valentini	Project Manager e Coordinatore Scientifico
Silvia Unguendoli	Tecnico collaboratore esperto in modellistica numerica marino-costiera

Giulia Caiani	Coordinatore dell'attività di rendicontazione e certificazione dei costi di Arpae
Lucia Pirro	Referente per la rendicontazione e certificazione dei costi di Arpae
Davide Cesari	Tecnico collaboratore esperto in informatica e modellistica numerica meteorologica
Francesca Martelli	Tecnico collaboratore esperto in informatica
Emanuele Di Giacomo	Tecnico collaboratore esperto in sistemi di archiviazione dati
Simone Righi	Tecnico collaboratore esperto nella gestione rete idrometeorologica RIRER

PARERE: FAVOREVOLE

IL DIRETTORE TECNICO

(F.to Dott. Eriberto de' Munari)

IL DIRETTORE AMMINISTRATIVO

(F.to Dott.ssa Lia Manaresi)

IL DIRETTORE GENERALE

(F.to Dott. Giuseppe Bortone)

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INTERREG ITALY-CROATIA PROGRAMME 2021 – 2027

Partnership Agreement Template

1st Call for Proposals **Standard projects**

(Version 2.0 – 28 February 2024)

Note

This document serves as model for the Partnership Agreement to be established between the Lead Partner and all partners in compliance with Art. 26, 1 b) of Regulation (EU) No 1059/2021 and as further explained in chapter 3 – Project generation and start in “Programme Implementation Manual” (PIM).

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 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.



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Glossary

AA	-	Audit Authority
AF	-	Application Form
AfR	-	Application for Reimbursement
BGBPL	-	Body Governed by Public Law
CPR	-	Common Provision Regulation (EU) 2021/1060
EC	-	European Commission
ERDF	-	European Regional Development Fund
EU	-	European Union
FDR	-	Fondo di Rotazione (Italian National Rotation Fund)
IR	-	Interreg Regulation (EU) 2021/1059
JEMS	-	Joint electronic monitoring system
JS	-	Joint Secretariat
LP	-	Lead Partner
MA	-	Managing Authority
MC	-	Monitoring Committee
MS	-	Member State
PIM	-	Programme Implementation Manual
PP	-	Project Partner



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Partnership Agreement
for the implementation of the Standard project
“Title “Adriatic coastal areas science-based solutions for climate adaptation”
Acronym “AdriaClimPlus”
within the
Interreg VI A Italy-Croatia CBC Programme 2021-2027,

Having regard to:

- Art. 2 “*Legal framework applied*” and Art. 7 “*Representation of the project partnership, liability and obligations of the LP*” of this agreement;
- Art. 26, (1) (a) of Interreg Regulation (EU) No 1059/2021 (hereinafter referred to as “IR”) which provides “the obligation for the LP to lay down the arrangements with the other partner an agreement comprising provisions that, inter alia, guarantee the sound financial management of the respective Union funds allocated to the Interreg project”;

the following Agreement shall be made between:

Fondazione CMCC - Euro-Mediterranean Center on Climate Change
Foundation, Via Marco Biagi 5 – 73100 Lecce
represented by Prof. Dr. Antonio Navarra

acting as Lead Partner of the project project Title “Adriatic coastal areas science-based solutions for climate adaptation”, acronym “AdriaClimPlus”, ID ITHR0200333

and

- **ARPA FVG - REGIONAL AGENCY FOR ENVIRONMENTAL PROTECTION OF FRIULI VENEZIA GIULIA**, Via Cairoli 14, 33057
Palmanova (UD) Italy, represented by Dr. Anna Lutman (Partner 2)



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- **ZADRA NOVA Zadar County Development Agency** Put Murvice 14, (Partner 3)
23000 Zadar, Croatia, represented by Marina Dujmović Vuković

- **PUGLIA REGION - DEPARTMENT OF ENVIRONMENT, LANDSCAPE AND URBAN QUALITY**, Via Gentile n. 52, 70126 Bari, Italy (Partner 4)
represented by Paolo Francesco Garofoli, Director of Department

- **ARPAE REGIONAL AGENCY FOR PREVENTION, ENVIRONMENT AND ENERGY IN EMILIA ROMAGNA** Via Po, 5 – 40139 Bologna (BO) Italy, (Partner 5)
represented by Dr. Sandro Nanni

- **RBI Ruđer Bošković Institut**, Bijenicka cesta 54, 10000 Zagreb, (Partner 6)
Croatia, represented by Director General Dr David Matthew Smith

- **MRDEUF Ministry of Regional Development and EU Funds** (Partner 7)
Miramarska 22, 10000 Zagreb, represented by Spomenka Đurić,
State Secretary

- **UNIBO ALMA MATER STUDIORUM - UNIVERSITY OF BOLOGNA** via (Partner 8)
Zamboni 33, 40126, Bologna, represented by Serena Righi

for the implementation of the Standard project Title “Adriatic coastal areas science-based solutions for climate adaptation”, acronym “AdriaClimPlus”, ID ITHR0200333 approved by the Monitoring Committee (hereinafter referred to as “MC”) of the Interreg VI A Italy - Croatia CBC Programme 2021-2027 (hereinafter referred to as the “Programme”) on date 23/11/2023 in place Venice, Italy.



Art. 1

Definitions

1. For the purposes of this Partnership Agreement (hereinafter referred to as the “Agreement”) the following definitions apply:
 - a. 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 Art. 26(1) (b) of IR;
 - b. 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” as defined in the Art. 2 (9) (a) of the EU Regulation 2021/1060 (hereinafter referred to as “CPR”).

Art. 2

Legal framework applied

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

1. 2021-2027 relevant European legislation

- Regulation (EU) No 2021/1060 of the European Parliament and of the Council of 24 June 2021, laying down common provisions on the European Regional Development Fund, the European Social Fund Plus, the Cohesion Fund, the Just Transition Fund, and the European Maritime, Fisheries and Aquaculture Fund and financial rules for those and for the Asylum, Migration and Integration Fund, the Internal Security Fund and the Instrument for Financial Support for Border Management and Visa Policy, and repealing Council Regulation (EC) No 1303/2013 and any amendment;
- Regulation (EU) No 2021/1058 of the European Parliament and of the Council of 24 June 2021 on the European Regional Development Fund and on the Cohesion Fund, and repealing Regulation (EC) No 1301/2013, and any amendment;



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- Regulation (EU) No 2021/1059 of the European Parliament and of the Council of 24 June 2021 on specific provisions for the European territorial goal (Interreg) supported by the European Regional Development Fund and external financing instruments, and repealing Regulation (EC) No 1299/2013, and any amendment;
- 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;
- Regulation (EU, Euratom) No 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union repealing Council Regulation (EC, Euratom) No 966/2012;
- Commission Decision C 2019 (3452) of 14.05.2019 laying down the guidelines for determining financial corrections to be made to expenditure financed by the Union for non-compliance with the rules on public procurement;
- 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) 2023/2831 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 651/2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty (General Block Exemption Regulation – GBER) and its amendments , in particular Commission Regulation (EU) 2021/1237 and Commission Regulation (EU) 2023/1315 amending Regulation (EU) No 651/2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty; Delegated and Implementing acts, as well as all applicable decisions and rulings in the field of state aid;
- 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



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procurement, on competition and entry into the markets, the protection of the environment, the equal opportunities between men and women.

2. Programme documents

- The Interreg VI A Italy-Croatia CBC Programme adopted by the European Commission on 10th August 2022, Decision C (2022) 5935 final (CCI 2021TC16RFCB038) and further amendments;
- All manuals, guidelines and any other documents relevant for project implementation (e.g. “Programme Implementation Manual” - hereinafter referred to as “PIM”) in their latest version as published on the Programme official website, or handed over to the LP directly during the project implementation;
- The Standard/Small-scale Call for Proposals of the Programme as approved by MC and published in the Programme website.

3. National laws and regulations

- Decision n. 78 of 22th December 2021 of the Italian Interministerial Committee for Economic Programming and Sustainable Development (CIPESS) “2021-2027 Cohesion Policy Programming - Approval of the 2021-2027 partnership agreement proposal and definition of national public co-financing criteria for European programs for the 2021-2027 programming cycle”;
- National laws and regulations of the Italian Republic and of the Republic of Croatia applicable to the LP and PPs in their respective Countries.

4. Additional Principles

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



Art. 3**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. 4**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 Standard project Title “Adriatic coastal areas science-based solutions for climate adaptation”, Acronym “AdriaClimPlus” Project ID ITHR0200333 as in the latest version of the approved AF, with the aim to reach the objectives of the project, to produce qualitative outputs and to achieve the results set in the AF.
2. This Agreement will be attached to the Subsidy Contract which will be signed between the MA and LP.
3. All PPs entitle the LP to represent them in the project. They commit themselves to undertake all steps necessary to support the LP in fulfilling its obligations towards the Programme bodies.
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. 5**Term of funding and reimbursement of funds**

1. The present document, drawn up in the form of a legally binding private agreement, establishes the funding conditions for all the beneficiaries, partners of the Standard project Title “Adriatic coastal



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areas science-based solutions for climate adaptation”, Acronym “AdriaClimPlus” Project ID ITHR0200333.

2. In accordance with Art. 26 (2) of IR and the “PIM” section. 5.7 provisions:

The LP Fondazione Centro Euro-Mediterraneo sui Cambiamenti Climatici, after receiving from the MA the total amount of the ERDF and FDR, will transfer to all PPs their ERFD share funding as well as the FDR share to each Italian PP.

The subsidy (ERDF+FDR funds) as specified in JEMS under section D “Project Budget” 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.

3. The final ERDF contribution awarded by the Programme consists of the 80% of the total eligible costs reported by each PP and verified by its respective controller.
4. Disbursement of subsidy is subject to the condition that the European Commission and the Italian National Authority make the project funds available 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.

Art. 6**Duration of the project**

1. According to the AF, the Project has a duration of 30 months and the project activities have to be carried out and finalized within the project implementation period consisting of the following schedule:
start date: 01/03/2024
end date: 31/08/2026
therefore, the project expenditure has to be incurred within this period, with the sole exception of preparation and closure costs.



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2. 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. Further specifications on project closure are laid out in the “PIM”.

Art. 7**Representation of the project partnership, liability and obligations of the LP**

1. The LP guarantees that it is entitled to represent the PPs participating in the project and that it has established with the project partners, within this PA, the division of mutual responsibilities in a partnership agreement.
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 project cycle.
3. The LP guarantees that the project implementation complies with the legal framework pursuant Art. 2 of this Agreement and with all the relevant legal and other provisions under the law which applies to the LP organisation and to its PPs and their activities and that all necessary documentation (e.g. building permits, environmental impact assessment statements, feasibility studies) have been obtained.
4. The LP shall provide the PPs with all information and documents needed for a sound and legally correct project implementation including requirements related to communication and publicity.
5. In accordance with Art. 26 (1) of IR, the LP bears the overall financial and legal responsibility for the entire project and ensures that the expenditure reported by each PP has been paid by the PPs for the purpose of implementing the project, that it corresponds to the activities laid down in the latest approved AF and that it has been verified by its national controller. The LP represents the partnership and acts as the only direct contact between the project partnership and the MA/JS.
6. 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.



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7. The MA cannot under any circumstances or for any reason whatsoever be held liable for damage or injury to the staff or to the 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.
8. The LP is liable towards the MA if obligations as laid out in this Agreement 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.
9. The LP shall ensure that all project documentation is kept for a period of 5 years from the 31 December of the year in which the last payment by MA is made to the LP, according to Art. 82 CPR 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 request of the European Commission.
10. In case of any repayment demands, the LP is liable towards the MA for the total amount requested. The LP is entitled to ask repayment from its PPs in compliance with Art. 52 (1) of IR.

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. 2 of this Agreement.
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 PIM. 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) the respect of state aid rules also by those bodies benefitting from project activities/outputs, accordingly to the relevant EU rules and related provision set by Subsidy Contract;



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- d) that Programme requirements on eligibility of expenditure, as provided for in the PIM, are strictly respected;
 - e) that at least basic information about the project (aims, partners, amount of funding and its source, description of activities) is available on the partner's official website "and that the JS/MA are entitled to use and publish these data in whatever form;
 - f) that in accordance with the provisions of the Regulation (EU) 2016/679 "General Data Protection Regulation") in its valid version, the JS/MA is entitled to process personal data of LP and all PPs which are contained in the approved AF and share them with the competent Programme National and/or European bodies in charge for project evaluation, monitoring and audit activities (including anti-fraud policy);
 - g) 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 "Financial control and Audit" of this Agreement;
 - h) 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 latest 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 PIM;
 - 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;



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- the Project Steering Committee (PSC), will be set up at the KO meeting and composed of representatives of the project partners. This Committee will meet regularly during the project, in presence and, if needed, also remotely. the Steering Committee will ensure during the project the efficient implementation of the activities
- 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 project reports and, 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.
 - i) In the circumstance that any of the PPs is in the situation of undertaking in difficulty, within the meaning of point 18 of Art. 2 of EU Regulation 651/2014 as well as in compliance with Art. 7 (1) (d) of EU Regulation 2021/1058 (ERDF Regulation), 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. Each kind of non-fulfilment of obligations must be immediately reported to the LP.



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2. 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 agreement of the other PPs. The MA and JS shall be immediately informed of such an intended decision.
3. 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, and if it is the case the FDR share, received for the project were 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.
4. 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.
5. 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. 7 *“Representation of the project partnership, liability and obligations of the LP”* of this Agreement, 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 *“Withdrawal or recovery of unduly paid-out funds, decommitment of funds”* of the present Agreement.



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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. 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. 20 “*Force majeure*” of this Agreement.

Art. 11**Financial control and 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 Member States or other national public auditing bodies as well as the Programme AA, the MA or 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 PIM.
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.
3. 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 Art. 2 of this Agreement, and to the PIM section 5 “Financial Management”, the procedure described in the Art. 13 shall apply.



Art. 12**Reporting and Application for Reimbursement**

1. Each PP may request, via LP, payments of the contribution from the ERDF as well as the FDR, if due accordingly to Art. 5 “Terms of funding and reimbursement of funds” of the present Agreement, 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 latest approved AF, in compliance with the principle of sound financial management (as determined by the principles of economy, efficiency and effectiveness). To this purpose, each PP commits to providing the LP with complete and accurate information needed to draw up and submit project reports, following the procedures set in the PIM, within the Project reporting schedule set in JEMS Contracting section and in line with the reporting targets of the latest approved AF – section D Project Budget.
2. The project reports will consist of a Content (summary of partners’ work in the reporting period including any partner problems and deviations) related part and a Financial part. The financial part of the report shall comprise the amount indicated in all controller certificates related to the project expenditure that has been paid within the relevant reporting period.
3. Each project report submitted by the LP via the JEMS 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 expenditures must be issued by national controllers as referred to in Art. 46 (3) of IR 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 “Legal framework applied” of this Agreement. Certificates of expenditure shall be accompanied by the compulsory elements presented in the PIM (i.e., the control report and checklist). The LP will pre-check the controller’ verifications received from the PPs, with regard to plausibility and correct issuing.
4. In order to comply with the reporting procedure and deadlines set in the PIM – section 6.7 “Reporting periods/reporting deadlines”-, each PP commits itself to deliver to the LP the necessary information and documents 20 working days before those deadlines for submitting the concerned project report.



5. 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 PIM will be followed.
6. Payments not requested in time and for their full amount or not in compliance with the payment schedule as indicated in the latest approved AF – section D.3.1 Project Budget, may not be reimbursed. In case of de-commitment of funds Art. 13 “Withdrawal or recovery of unduly paid-out funds, decommitment of funds” of this Agreement applies.
7. In order to proceed with the analysis of project 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.
8. Following the approval of the project report by the MA/JS, the ERDF and FDR funds will be transferred by the MA and subsequently forwarded by the LP or PP in charge of according to the provisions established in Art. 5 of this Agreement. The transfer to each PP of their respective funds (ERDF and/or FDR), shall be made without any delay and in full to bank accounts indicated in Jems (contracting section). The maximum acceptable delay for forwarding the ERDF and if it is the case of FDR to the PPs is of 45 working days (max 80 days). Changes of the account number shall be duly notified to the LP.
9. 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.
10. 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 PI, the contents of which each PP accepts.

Art. 13

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

1. Should the MA shall, in accordance with the PIM, 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



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the LP in compliance with Art. 52 of Regulation (EU) No 1059/2021. 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 set by the MA shall apply.
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. In case of de-commitment of funds, as foreseen in Art. 105 of CPR and in the PIM, the PPs herewith agree that the deduction shall be imputed proportionally 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 ERDF funds of the Interreg Italy-Croatia 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 PIM.
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.



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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, by any means, in particular, the following information:
 - a. the name and identification data of the LP and its PP(s);
 - b. the name of the project;
 - c. the project summary including project purposes and its expected achievements;
 - d. abstract of project reports with the project actual achievements;
 - e. start date of the project;
 - f. expected or actual date of completion of the project;
 - g. Programme specific objective concerned;
 - h. the total project budget (ERDF contribution + National co-financing + other public and private funding + PPs own resources);
 - i. the geographical location of the project;
 - j. type of intervention for the project in accordance with point (g) of Art. 73 (2) of CPR;
 - k. project results /achievements/output.

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

Art. 15

Project modifications

1. All the project modifications must be implemented following the procedure set out in the PIM.
2. As soon as the LP becomes aware about the need for a project modification, the LP has to inform immediatly the JS that will provide support and guidance through the whole modification process.

Art. 16

Ownership – Use of outputs



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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, rest in 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. In case of joint ownership, the following provisions shall apply:
 - each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s).
 - each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license) if the other joint owners are given: (a) at least 45 calendar days advance notice; and (b) fair and reasonable compensation.

The joint owners shall agree on all protection measures and the division of related cost in advance. In case of joint ownership of Results, a separate written agreement ('joint ownership agreement') shall be concluded among the Parties concerned, within six months from the generation of the jointly owned Results, to ensure compliance with their obligations under this Agreement.
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 Art. 65 of the CPR. 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 data, 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.

Art. 17

Archiving of project documents

1. The LP/PPs are obliged to set up physical and/or electronic archive which allows storing data, records and documents composing the audit trail. The location of the above-mentioned archive is indicated in JEMS and each PP commits itself to promptly inform the LP on any change of location.
2. 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. 18

Assignment, legal succession

1. LP and PPs in exceptional cases and in well-founded circumstances are allowed to reassign their duties and rights under this Agreement only after prior written consent of the MA/JS or MC, in compliance with the procedures specified in the PIM.



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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.
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 agreement shall be amended accordingly.

Art. 19**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.



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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 the court of Lecce (Italy) shall be the venue for all legal disputes arising from this Agreement.
6. Further details about the complaint procedures must be referred to in the PIM.

Art. 20**Force majeure**

1. Force majeure shall mean any unforeseeable and exceptional event affecting the fulfilment of any obligation under this agreement, which is beyond the control of the LP and PPs and cannot be overcome despite their reasonable endeavours (e.g. substantial changes due to changes in political or financial terms). Any default of a product or service or delays in making them available for the purpose of performing this agreement 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 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 they have 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. 21**Concluding provisions**

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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 Art. 2 “*Legal framework applied*” of this Agreement, 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. To the effect of this Agreement, the PPs shall irrevocably choose domicile at their addresses stated in the partner section of the latest approved 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. 22

Entry into force

1. This 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.
2. The MA reserves the right to check the present Agreement in order to verify that it is in conformity with all minimum compulsory requirements of the Partnership Agreement template made available by the Programme.



3. This Agreement, once signed by all PPs, will be digitally shared among the Partnership and with the MA.

Art. 23

Binding documents

The latest approved AF is binding and it is the reference document of the present Agreement which shall be an integral part of the Subsidy Contract signed between the MA and LP.

Drawn up at Lecce, 03/04/2024





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Lead Partner – FONDAZIONE CMCC - Euro-Mediterranean Center on Climate Change Foundation

Name and function [Prof. Dr. Antonio Navarra President and Legal Representative]

Signature and Stamp

Place, date:





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**Partner 2 – ARPA FVG - REGIONAL AGENCY FOR ENVIRONMENTAL PROTECTION OF FRIULI VENEZIA
GIULIA**

Name and function [Dr. Anna Lutman Legal Representative]

Signature and Stamp

Place, date:





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Partner 3 - ZADRA NOVA Zadar County Development Agency

Name and function [Marina Dujmović Vuković, Director and Legal Representative]

Signature and Stamp

Place, date:





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Partner 4 – PUGLIA REGION - DEPARTMENT OF ENVIRONMENT, LANDSCAPE AND URBAN QUALITY

Name and function [Paolo Francesco Garofoli, Director of Department]

Signature and Stamp

Place, date:





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**Partner 5 – ARPAE REGIONAL AGENCY FOR PREVENTION, ENVIRONMENT AND ENERGY IN EMILIA
ROMAGNA**

Name and function [Dr. Sandro Nanni, Head of Arpae- SIMC]

Signature and Stamp

Place, date:





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Partner 6 – RBI Ruđer Bošković Institut

Name and function [Dr David Matthew Smith, Director General]

Signature and Stamp

Place, date:





Italy – Croatia

Partner 7 – MRDEUF Ministry of Regional Development and EU Funds

Name and function [Spomenka Đurić, State Secretary]

Signature and Stamp

Place, date:





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Partner 8 – UNIBO ALMA MATER STUDIORUM - UNIVERSITY OF BOLOGNA

Name and function [Serena Righi, Director of Centro Interdipartimentale di Ricerche per le Scienze Ambientali-CIRSA]

Signature and Stamp

Place, date:



N. proposta: PDEL-2024-37 del 26/03/2024

Centro di Responsabilità: Struttura Idro-Meteo-Clima

OGGETTO: Struttura Idro-Meteo-Clima. Presa d'atto dell'approvazione del progetto standard ITHR0200333 "Adriatic coastal areas science-based solutions for climate adaptation" (AdriaClimPlus) nell'ambito del Programma di cooperazione transfrontaliera Italia-Croazia 2021-2027.

PARERE CONTABILE

Il sottoscritto Dott. Giuseppe Bacchi Reggiani, Responsabile del Servizio Amministrazione, 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 27/03/2024

Il Dirigente
