

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

\* \* \*

**Atti amministrativi**

Determinazione dirigenziale	n. DET-2014-505	del 04/07/2014
Oggetto	Servizio Idro-Meteo-Clima. Sottoscrizione accordo di partenariato per il progetto "Improving Environmental Monitoring and Disaster Prevention Capacity in Drina River Basin – Phase II"	
Proposta	n. PDTD-2014-510 del 04/07/2014	
Struttura adottante	Servizio Idro-Meteo-Clima	
Dirigente adottante	Cacciamani Carlo	
Struttura proponente	Servizio Idro-Meteo-Clima	
Dirigente proponente	Dott. Cacciamani Carlo	
Responsabile del procedimento	Cacciamani Carlo	

Questo giorno 04 (quattro) luglio 2014 presso la sede di Viale Silvani, 6 in Bologna, il Direttore del Servizio Idro-Meteo-Clima, Dott. Cacciamani Carlo, ai sensi del Regolamento Arpa sul Decentramento amministrativo, approvato con D.D.G. n. 65 del 27/09/2010 e dell'art. 4, comma 2 del D.Lgs. 30 marzo 2001, n. 165 determina quanto segue.

**Oggetto:** Servizio Idro-Meteo-Clima. Sottoscrizione accordo di partenariato per il progetto *Improving environmental monitoring and disaster prevention capacity in the Drina River Basin - PHASE II*.

RICHIAMATA:

- la deliberazione n. 2 del 27 gennaio 2014 con la quale:
  - si approvava, in considerazione della valenza strategica del progetto e in deroga a quanto stabilito dall'allegato A) Linee guida per il budget esercizio 2014 della D.D.G. n. 88/2013, la partecipazione di Arpa al progetto in oggetto;
  - si delegava al Direttore del Servizio Idro-Meteo-Clima la sottoscrizione dell'accordo di sovvenzione con Central Europe Initiative Executive Secretariat (CEI), ente finanziatore del progetto, nonché l'adozione di ogni atto che si renda necessario per garantire lo svolgimento delle attività progettuali, nel rispetto del budget assegnato;

RILEVATO:

- che l'accordo di sovvenzione è stato sottoscritto da ARPA ER e CEI in data 29 gennaio 2014;
- che, successivamente alla sottoscrizione del citato accordo di sovvenzione, questo Servizio, in accordo con i partner del progetto *Improving environmental monitoring and disaster prevention capacity in the Drina River Basin - PHASE II (Republic of Srpska and Montenegro) ref 1206.005-13* d'ora in poi denominato, per brevità, CEI Balcani, ha richiesto a CEI di posporre al 1° giugno 2014 la data di avvio delle attività con nota PGSIM72014/2010 del 14 febbraio 2014 (agli atti), mantenendone inalterata la durata complessiva pari a 9 mesi;
- che CEI, con nota PGSIM/2014/232 del 19/02/2014 (agli atti) ha autorizzato la proposta di modifica della data di avvio;

CONSIDERATO:

- che, per garantire un efficace svolgimento di tutte le attività previste dal progetto, è opportuno procedere alla sottoscrizione di un accordo di partenariato con entrambi i partner del progetto CEI Balcani, il Servizio IdroMeteorologico e Sismologico della Repubblica del Montenegro - Hydro-meteorological and seismological Service of the Republic Montenegro (IHMS MNE) - e il Servizio IdroMeteorologico della Repubblica Srpska - Republic Hydro-meteorological Service of Republic of Srpska (RHMZ RS);

RITENUTO:

- di approvare la sottoscrizione degli accordi di partenariato, i cui schemi si allegano sub a) e sub b) al presente atto quale parte integrante e sostanziale;

ESPRESSO:

- il proprio parere favorevole di regolarità amministrativa, ai sensi del regolamento sul decentramento Amministrativo approvato con D.D.G. n. 65/2010;

DATO ATTO:

- che si è provveduto a nominare responsabile del procedimento, ai sensi del combinato disposto di cui agli articoli 4, 5 e 6 della Legge 7 agosto 1990, n 241 e della Legge Regionale n. 32/1993 il dott. Carlo Cacciamani;

DETERMINA

1. di dare atto che le attività relative al progetto *Improving environmental monitoring and disaster prevention capacity in the Drina River Basin - PHASE II (Republic of Srpska and Montenegro) ref 1206.005-13* hanno avuto inizio in data 01/06/2014 e si concluderanno il 28/02/2015;
2. di approvare la sottoscrizione degli Accordi di partenariato con Hydro-meteorological and seismological Service of the Republic Montenegro (IHMS MNE), allegato sub a) al presente atto quale parte integrante e sostanziale, e con Republic Hydro-meteorological Service of Republic of Srpska (RHMZ RS), allegato sub b) al presente atto quale parte integrante e sostanziale;

*Allegati:*

- a) *Schema di accordo di partenariato con Hydro-meteorological and seismological Service of the Republic Montenegro (IHMS MNE)*
- b) *Schema di accordo di partenariato con Republic Hydro-meteorological Service of Republic of Srpska (RHMZ RS);*

IL DIRETTORE DEL  
SERVIZIO IDRO-METEO-CLIMA

(F.to Dott. Carlo Cacciamani)



*Know-How Exchange Programme  
Office for the CEI Fund at the EBRD*



**PARTNERSHIP AGREEMENT**  
**in acceptance and implementation of project**  
**“Improving environmental monitoring and disaster prevention capacity**  
**in the Drina River Basin – Phase II” Ref. No. 1206.005-13”**  
**hereinafter referred to as ‘KEP Project’**

BETWEEN

**Agenzia Prevenzione Ambiente Emilia-Romagna (ARPA ER)**  
hereinafter known as  
**Applicant**

AND

**Hydro-meteorological and seismological Service**  
**of the Republic Montenegro (IHMS MNE)**  
hereinafter known as  
**Beneficiary**

**Article 1. Subject of the Agreement**

The subject of this agreement is the implementation of the Project Ref. No. 1206.005-13 “Improving environmental monitoring and disaster prevention capacity in the Drina River Basin – Phase II”, promoted by the Applicant and the Beneficiaries to the Central European Initiative, and entitled to be co-financed by the CEI under its “Know-How Exchange Programme” (KEP).

The Grant Agreement (hereinafter known as “**the Grant Agreement**”) between the Applicant and the Central European Initiative (hereinafter “the CEI”) was signed on 29<sup>th</sup> January 2014 and. The KEP Project started on 1st of June 2014 and shall end on 31<sup>st</sup> March 2014.

The maximum eligible total cost of the KEP Project is finally established in € 80.830,00;

CEI funding rate is set at 37,44% of the total admitted eligible cost with a maximum of € 30.260,00 as financial support from the CEI.

The KEP Project will be implemented by the **Applicant** (Hydro-Meteo-Climate Service of ARPA ER) and the **Beneficiaries**: the Republic Hydro-meteorological Service of the Republic of Srpska in Bosnia and Herzegovina (RHMZ RS) and the Hydro-meteorological and seismological Service of the Republic Montenegro (IHMS MNE).

The Applicant will sign separate Partnership Agreements with each Beneficiary. For the scope of the present Partnership Agreement, IHMS MNE is intended as **the Beneficiary**.

The Grant Agreement and any amendment to the Grant Agreement signed by the Applicant and the Central European Initiative form an integral part of this Partnership Agreement. The provisions of the Grant Agreement shall take precedence over any other agreement between the Applicant and the Beneficiary which may have an effect on the implementation of the above agreement between the Applicant and the CEI.

## **Article 2 . Duration of Partnership Agreement**

This Partnership Agreement will enter into force when the last of the two parties (Applicant/Beneficiary) signs; termination on the date of the payment of the balance by the Applicant to the Beneficiary.

## **Article 3. Role and obligations**

### **3.1. Role and obligations of the Applicant**

ARPA-ER is the Applicant of the KEP Project and therefore accepts all responsibilities as stated in articles 1.2 and 2.1 of the Grant Agreement signed with the CEI. Persons of reference for the implementation of the project in ARPA are: Dr. Carlo Cacciamani, director of the HydroMeteoClimate Service (ccacciamani@arpa.emr.it) and Barbara Ramponi (bramponi@arpa.emr.it), financial officer.

IHMS MNE, as Beneficiary, agrees that:

- a) ARPA-ER is solely legally and financially responsible to the CEI for the full implementation of the KEP Project measures in order to achieve the KEP Project objectives;
- b) ARPA-ER is granted power of attorney by the Beneficiary, to act in its name and for its account in signing the Grant Agreement and its possible subsequent amendments with the CEI.
- c) ARPA-ER is bound to accept all the provisions of the agreement with the CEI.
- d) ARPA-ER alone, by virtue of the mandate signed, is entitled to receive funds from the CEI and distribute the amounts corresponding to the Beneficiary's participation in the KEP Project.
- e) Whenever the CEI reduces its financial contribution, it shall be incumbent upon ARPA-ER, in cooperation and agreement with both Beneficiaries, to find the necessary budget adjustments to ensure correct implementation of the KEP Project. In no case shall the CEI increase its contribution or the rate of co-financing.
- f) ARPA-ER shall contribute financially to the KEP Project by the amount of € 42.170,00 (52,17% of project cost), of which in-kind contributions €17.080.
- g) ARPA-ER shall report directly to the CEI on the technical and financial progress of the KEP Project. The Applicant shall therefore provide to the CEI all the necessary reports, in accordance with Articles 4.1, 4.2 and 4.3 of the Grant Agreement between CEI and the Applicant. ARPA-ER shall provide the Beneficiary with copies of technical and financial reports submitted to the CEI as well as the CEI's reactions to these documents. ARPA-ER shall inform the Beneficiary about important "events" related to the KEP Project, e.g. requests for amendments to the Grant Agreement and the reply given by the CEI to such requests.

### **3.2. Role and obligations of the Beneficiary**

Role and obligations of IHMS MNE are stated in the Grant Agreement between CEI and ARPA ER, as well as in the original KEP Project Application Form (both attached to this Agreement) and following modifications. Persons of

reference for the implementation of the project in IHMS MNE are: Luka Mitrović (for issues related to the general implementation of the Project and financial issues); Radomir Kandić (for issues related to the scientific implementation of the project) and Ivana Adžić (for administrative issues).

2. By signing this agreement, the Beneficiary accepts to:

- a) Fulfil all provisions stated in all KEP Project documents.
- b) Accepts all the provisions of the Grant Agreement with the CEI. In particular, he acknowledges that, by virtue of the mandate signed, the Applicant alone is entitled to receive funds from the CEI and distribute the amounts corresponding to the Beneficiary's participation in the action.
- c) Accepts the task to assist the Applicant in fulfilling his obligations under the Grant Agreement, in particular with the timely provision of documents and information (technical as well as financial), and whatever documents or information (technical and financial) may be required, as soon as possible and no later than one week after receiving the request from the Applicant.
- d) Contributes financially (in-kind) to the KEP Project and shall benefit from the financial contribution from the CEI in the conditions stipulated in this Partnership Agreement and particularly in art. 14 below.
- e) The Beneficiary shall not report directly to the CEI on the technical and financial progress unless explicitly requested to do so by the CEI.

### **3.3. Project Activities: Shared Responsibilities**

1. Applicant's and Beneficiary's roles in project activities are listed in Ch.3, par.1 of the KEP Project Application Form.
2. The Beneficiary will grant active cooperation to fulfil the scope of all the actions (n. 1, 2, 3, 4, 8, and 9) in which the Applicant has the main responsibility; the Applicant, on the other side, will grant active cooperation to fulfil the scope of all the actions (n. 5, 6 and 7) in which the Beneficiary has the main responsibility. The main responsibility in actions n. 10 and 11 is shared between Applicant and Beneficiary.
3. The main responsibility in action 12 (preparing intermediate and final reports, including financial) belongs to the Applicant but the Beneficiary commits itself to actively cooperate and to send all documents (technical, administrative and financial) necessary for the submission of the reports within the following 10 days from the date of the request by the applicant. A list of the documents which may be required for the financial report is attached to this Partnership Agreement.

### **Article 4. Common obligations for both the Applicant and the Beneficiary**

- 1 The Applicant and the Beneficiary shall maintain up-to-date books of account, in accordance with the normal accounting conventions imposed on them by law and existing regulations. The Applicant and the Associated Beneficiaries shall retain, throughout the KEP Project and for at least two years after the final payment, all appropriate supporting documentation (copies) for all expenditure, income and revenue for the KEP Project as reported to the Commission, such as tender documents, invoices, purchase orders, proof of payments, salary slips, time sheets and any other documents used for the calculation and presentation of costs. The original (or authenticated copy) documentation shall be clear, precise and effective and shall be submitted to the CEI when requested, through the Applicant. The Applicant shall retain copies of all supporting documents of the Beneficiary. Upon request of the Applicant, the Beneficiary shall send copies of supporting (accounting) documentation to the Applicant in two tranches: indicatively in a) September/October 2014 and b) February/March 2015, in coincidence with the drafting of a) the Progress Report and b) the Final Report.
- 2 The Applicant and the Associated Beneficiaries shall ensure that all invoices include a clear reference to the KEP Project.
- 3 The Applicant and the Associated Beneficiaries shall ensure that the CEI support is publicised, as detailed in Article 5 of the Grant Agreement between the CEI and the Applicant.
- 4 The Applicant and the Beneficiary shall share freely the know-how necessary for implementation of the KEP Project.
- 5 The Applicant shall not act, in the context of the KEP Project, as sub-contractor or supplier to the Beneficiary. The Associated Beneficiaries shall not act, in the context of the KEP Project, as sub-contractor or supplier to the Applicant or other Associated Partners.

## **Article 5. Subcontractors**

For specific tasks of a fixed duration, the KEP Project includes subcontractors, who shall not be considered as Beneficiaries.

The Applicant and the Beneficiary commit themselves to award subcontracts in accordance with the applicable rules on public tendering, in conformity with EU Directives on public tendering procedures.

Notwithstanding the fact that, for pure administrative reasons, the main supply to be purchased under the present project, namely an automatic hydrological station to be installed on a cross-border section of the Drina river basin and related data transmission/reception devices and SW, will be managed by one single Beneficiary, namely RHMZ RS, such a supply will be intended as a joint property of both Beneficiaries, and as such, the administration of the station will be made object of a separate exchange of letters between RHMZ RS and IHMS MN, copy to ARPA ER.

## **Article 6. Civil liability**

The Applicant and the Beneficiary accepts to assume sole liability towards third parties resulting from its carrying out its parts of the KEP Project.

## **Article 7. Resolution of controversies**

In case of controversy between the Applicant and the Beneficiary, ARPA ER and IHMS MNE commit themselves to settle it amicably.

Any dispute between the Applicant and the Beneficiary as to matters arising pursuant to the present Agreement that cannot be settled amicably within thirty (30) days after receipt by one Party or the other Party's request in written communication for such amicable settlement may be submitted to an Arbitrator chosen by the CEI, as grantor. Being the CEI an international organisation under Italian Law, in case of disputes, the law applicable to this agreement shall be the Italian Law

## **Article 8. Project Reporting**

1 The Applicant shall regularly inform the CEI on the progress and on the achievements of the KEP project through the submission of the following reports, as indicated in Ch. 4 of the Grant Agreement between the CEI and ARPA ER:

- One Progress Report, to be delivered within four months of the KEP Project start;
- One Final Implementation Report, to be delivered within sixty days upon completion of the project activities;
- One Final Financial Report, to be delivered, together with the Final Implementation Report, within sixty days upon completion of the project activities.

The Final Reports will be co-signed by all Beneficiaries.

The Beneficiary will actively cooperate with the Applicant to draft these Reports and to collect all relevant documentation to be attached.

2 ARPA and IHMS MNE agree that after each technical meeting the minutes and all relevant material produced within the meeting may be used as a contribute to the reporting above.

3 The Beneficiary undertakes to provide any relevant information to the Applicant in due time before the submission of reports to the CEI, and to be available with additional information, should the CEI request so.

## **Article 9. CEI visibility**

All Beneficiaries of KEP Project declare to accept what stated in Chapter 5 of the Grant Agreement annexed to KEP Grant Agreement and commit themselves to fulfil all requirements in terms of promoting the CEI visibility in all phases of the project.

## **Article 10. Confidentiality for special documents and Copyright**

The CEI, the Applicant and the Associated Beneficiaries undertake to preserve the confidentiality of any document, information or other material communicated to them *in confidence*, disclosure of which could harm another party. The parties shall remain bound by this obligation beyond the closing date of the KEP Project.

## **Article 11. Ownership and exploitation of results, Copyright**

The Applicant and the Beneficiaries shall be the co-owners of the results, documents, expertise obtained pursuant to the KEP Project.

As for copyright of project documents, the Beneficiaries agree to the conditions expressed in Chapter 6 of the Grant Agreement towards the Grantor (CEI).

## **Article 12. Financial reporting: auditing**

ARPA and IHMS MNE declare to approve the contents of Chapter 4 of the Grant Agreement and accept to fully comply with it. Furthermore,

- ARPA ER, as Applicant, accepts the task to report all KEP Project costs certified by an external auditor and to provide the CEI with the mid-term financial statement and the final statement of expenditure and income;
- At least twice (in coincidence with the drafting of the Progress Report and the drafting of the Final Reports), the Beneficiary will provide ARPA ER with a dated and signed "cost statement summary" in electronic and paper version, with annexed all documents required by ARPA ER and necessary for the audit. If a document and / or an additional information is required by the auditor or by the CEI, the Beneficiary will send it immediately, at the latest within five working days from the date of the request by ARPA ER.

## **Article 13. Beneficiary's estimated eligible costs and financial contribution**

In accordance with the final budget of the KEP project, the Beneficiary will implement actions with an estimated total cost of € 5.400,00 (Annex 6 – Breakdown of estimated costs – cost sustained by ARPA ER for the first meeting in Trebinje, Republic of Srpska, already deducted).

### ***a) contribution***

IHMS MNE will contribute € 4.200,00 to the KEP Project of own financial resources of which

€ 1.700,00 as **in-kind contribution** (Annex 6: 1d - 1f and 7b);

€ 2.500,00 as **own budget** (Annex 6: 2b – 3a – 3b)

IHMS MNE will provide the Applicant with relevant documentation (curricula, copies of payslips, detailed working time sheets, invoices, receipt, proof of payment) when required.

### ***b) CEI funded activities***

Other project activities to be implemented by the Beneficiary will be covered by the CEI co-financing, to be disbursed by the Applicant under the conditions indicated below:

**4a) Conferences and seminars in Podgorica/project area** up to a maximum amount of € 1,200,00. The Beneficiary will provide the Applicant with all relevant documents attesting purchases and payments related to the organisation of a project conference/ seminar in project area (receipts of payment and similar).

### ***c) Procedure for disbursement***

In the framework of the KEP project, the Beneficiary will receive from the Applicant a maximum amount of € 1.200,00, as share of the CEI contribution, to cover item 4a) as above.

The Applicant will transfer the share of the CEI contribution in different tranches:

1) The first, in advance, of € 600,00 at the signature of the present agreement, provided that the CEI has transferred the 50% of the CEI contribution as "advanced payment" to the Applicant.



2) Once the advance payment (Beneficiary's quotas) has been exhausted, and accounted for to the Applicant, the remaining co-financing quota will be anticipated by the Beneficiary and accounted for to the Applicant. At the closure of the project, the Beneficiary will support the Applicant in drafting a "Final Implementation Report", and a "Final Financial Report", as indicated in art. 8 above.

The Beneficiary will submit to the Applicant all relevant documents to apply for the final payment it is entitled to (see annex n. 5 to this agreement).

Once the CEI will have processed the above Final Reports and acknowledged the eligible expenses, the Applicant will transfer to the Beneficiary the final payment quotas, as acknowledged by the CEI, as per Chapter 3 of the Grant Agreement between CEI and ARPA ER.

The estimated total costs incurred by the Beneficiary will be regularly reviewed during the KEP Project. In agreement with the Applicant, the amounts specified in this Article can be modified, provided that the modifications are in line with the Grant Agreement concerning the KEP Project budget. All changes to whatever budget line considered fruitful or necessary for the KEP Project, still within the same total budget, must be formally authorised by the Applicant (which at its turn will address a request and wait for approval by the CEI).

The final settlement will be based on the CEI's assessment of the Final Report, and more precisely on the review and acceptance of eligible expenses in the framework of the KEP Project.

#### **Article 14. Payment terms**

The Beneficiary commits itself to communicate to the Applicant, as soon as possible, the details of its Bank Account. Once the Applicant will receive this information (IHMS MNE 's Account, Bank, IBAN, SWIFT code), all payments shall be made by the Applicant to the indicated account.

The Applicant and the Beneficiary agree that the first payment is considered as pre-financing payments until the CEI has approved the Final Reports and has transferred the final payment to the Applicant.

The Applicant will transfer the share of the final payment to the Beneficiary after the CEI has made the final payment, and/or incorporate a provision according to which the Applicant may recover amounts unduly paid to the Beneficiary.

#### **Article 15. CEI monitoring**

ARPA and IHMS MNE acknowledge to the CEI the right to audit and check all the documents submitted by the Beneficiaries at any time during the KEP Project implementation. The CEI, as per art. 4.5 of the Grant Agreement, will be invited to participate to all project activities and public events organised in the framework of the KEP project.

Done at Bologna, (date)

For the Applicant

Hydro-Meteo-Climate Service of ARPA - ER

represented by

Dr. Carlo Cacciamani

Director

Done at Podgorica, (date)

For the Beneficiary

IHMS MNE

represented by

Dr Luka Mitrović

Director

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#### **Annexes:**

1. Grant Agreement signed between CEI and ARPA ER
2. Original Project Application Form, as approved by CEI
3. Letter to postpone project start date
4. Kep Project Updated schedule and budget approved by CEI

- 5. Guidelines for reporting and audit of costs
- 6. Breakdown of estimated costs



*Know-How Exchange Programme  
Office for the CEI Fund at the EBRD*



**PARTNERSHIP AGREEMENT**  
**in acceptance and implementation of project**  
**“Improving environmental monitoring and disaster prevention capacity**  
**in the Drina River Basin – Phase II” Ref. No. 1206.005-13”**  
**hereinafter referred to as ‘KEP Project’**

BETWEEN

**Agenzia Prevenzione Ambiente Emilia-Romagna (ARPA ER)**  
hereinafter known as  
**Applicant**

AND

**Republic Hydro-meteorological Service of Republic of Srpska (RHMZ RS)**  
hereinafter known as  
**Beneficiary**

**Article 1. Subject of the Agreement**

The subject of this agreement is the implementation of the Project Ref. No. 1206.005-13 “Improving environmental monitoring and disaster prevention capacity in the Drina River Basin – Phase II”, promoted by the Applicant and the Beneficiaries to the Central European Initiative, and entitled to be co-financed by the CEI under its “Know-How Exchange Programme” (KEP).

The Grant Agreement (hereinafter known as “**the Grant Agreement**”) between the Applicant and the Central European Initiative (hereinafter “the CEI”) was signed on 29<sup>th</sup> January 2014 and. The KEP Project started on 1st of June 2014 and shall end on 31<sup>st</sup> March 2014.

The maximum eligible total cost of the KEP Project is finally established in € 80.830,00;

CEI funding rate is set at 37,44% of the total admitted eligible cost with a maximum of € 30.260,00 as financial support from the CEI.

The KEP Project will be implemented by the **Applicant** (Hydro-Meteo-Climate Service of ARPA ER) and the **Beneficiaries**: the Republic Hydro-meteorological Service of the Republic of Srpska in Bosnia and Herzegovina (RHMZ RS) and the Hydro-meteorological and seismological Service of the Republic Montenegro (IHMS MNE).

The Applicant will sign separate Partnership Agreements with each Beneficiary. For the scope of the present Partnership Agreement, RHMZ RS is intended as **the Beneficiary**.

The Grant Agreement and any amendment to the Grant Agreement signed by the Applicant and the Central European Initiative form an integral part of this Partnership Agreement. The provisions of the Grant Agreement shall take precedence over any other agreement between the Applicant and the Beneficiary which may have an effect on the implementation of the above agreement between the Applicant and the CEI.

## **Article 2 . Duration of Partnership Agreement**

This Partnership Agreement will enter into force when the last of the two parties (Applicant/ Beneficiary) signs; termination on the date of the payment of the balance by the Applicant to the Beneficiary.

## **Article 3. Role and obligations**

### **3.1. Role and obligations of the Applicant**

ARPA-ER is the Applicant of the KEP Project and therefore accepts all responsibilities as stated in articles 1.2 and 2.1 of the Grant Agreement signed with the CEI. Persons of reference for the implementation of the project in ARPA are: Dott. Carlo Cacciamani, director of the HydroMeteoClimate Service (ccacciamani@arpa.emr.it) and Barbara Ramponi (bramponi@arpa.emr.it), financial officer.

RHMZ RS, as Beneficiary, agrees that:

- a) ARPA-ER is solely legally and financially responsible to the CEI for the full implementation of the KEP Project measures in order to achieve the KEP Project objectives;
- b) ARPA-ER is granted power of attorney by the Beneficiary, to act in its name and for its account in signing the Grant Agreement and its possible subsequent amendments with the CEI.
- c) ARPA-ER is bound to accept all the provisions of the agreement with the CEI.
- d) ARPA-ER alone, by virtue of the mandate signed, is entitled to receive funds from the CEI and distribute the amounts corresponding to the Beneficiary's participation in the KEP Project.
- e) Whenever the CEI reduces its financial contribution, it shall be incumbent upon ARPA-ER, in cooperation and agreement with both Beneficiaries, to find the necessary budget adjustments to ensure correct implementation of the KEP Project. In no case shall the CEI increase its contribution or the rate of co-financing.
- f) ARPA-ER shall contribute financially to the KEP Project by the amount of € 42.170,00 (52,17% of project cost), of which in-kind contributions €17.080.
- g) ARPA-ER shall report directly to the CEI on the technical and financial progress of the KEP Project. The Applicant shall therefore provide to the CEI all the necessary reports, in accordance with Articles 4.1, 4.2 and 4.3 of the Grant Agreement between CEI and the Applicant. ARPA-ER shall provide the Beneficiary with copies of technical and financial reports submitted to the CEI as well as the CEI's reactions to these documents. ARPA-ER shall inform the Beneficiary about important "events" related to the KEP Project, e.g. requests for amendments to the Grant Agreement and the reply given by the CEI to such requests.

### **3.2. Role and obligations of the Beneficiary**

Role and obligations of RHMZ RS are stated in the Grant Agreement between CEI and ARPA ER, as well as in the original KEP Project Application Form (both attached to this Agreement) and following modifications. Persons of reference for the implementation of the project in RHMZ RS are: Zoran Božović (for issues related to the general

implementation of the Project and financial issues); Igor Kovačić (for issues related to the scientific implementation of the project) and \_\_\_ (to be defined for administrative issues).

2. By signing this agreement, the Beneficiary accepts to:

- a) Fulfil all provisions stated in all KEP Project documents.
- b) Accepts all the provisions of the Grant Agreement with the CEI. In particular, he acknowledges that, by virtue of the mandate signed, the Applicant alone is entitled to receive funds from the CEI and distribute the amounts corresponding to the Beneficiary's participation in the action.
- c) Accepts the task to assist the Applicant in fulfilling his obligations under the Grant Agreement, in particular with the timely provision of documents and information (technical as well as financial), and whatever documents or information (technical and financial) may be required, as soon as possible and no later than one week after receiving the request from the Applicant.
- d) Contributes financially (in-kind) to the KEP Project and shall benefit from the financial contribution from the CEI in the conditions stipulated in this Partnership Agreement and particularly in art. 14 below.
- e) The Beneficiary shall not report directly to the CEI on the technical and financial progress unless explicitly requested to do so by the CEI.

### **3.3. Project Activities: Shared Responsibilities**

1. Applicant's and Beneficiary's roles in project activities are listed in Ch.3, par.1 of the KEP Project Application Form.

2. The Beneficiary will grant active cooperation to fulfil the scope of all the actions (n. 1, 2, 3, 4, 8, and 9) in which the Applicant has the main responsibility; the Applicant, on the other side, will grant active cooperation to fulfil the scope of all the actions (n. 5, 6 and 7) in which the Beneficiary has the main responsibility. The main responsibility in actions n. 10 and 11 is shared between Applicant and Beneficiary.

3. The main responsibility in action 12 (preparing intermediate and final reports, including financial) belongs to the Applicant but the Beneficiary commits itself to actively cooperate and to send all documents (technical, administrative and financial) necessary for the submission of the reports within the following 10 days from the date of the request by the applicant. A list of the documents which may be required for the financial report is attached to this Partnership Agreement.

### **Article 4. Common obligations for both the Applicant and the Beneficiary**

- 1 The Applicant and the Beneficiary shall maintain up-to-date books of account, in accordance with the normal accounting conventions imposed on them by law and existing regulations. The Applicant and the Associated Beneficiaries shall retain, throughout the KEP Project and for at least two years after the final payment, all appropriate supporting documentation (copies) for all expenditure, income and revenue for the KEP Project as reported to the Commission, such as tender documents, invoices, purchase orders, proof of payments, salary slips, time sheets and any other documents used for the calculation and presentation of costs. The original (or authenticated copy) documentation shall be clear, precise and effective and shall be submitted to the CEI when requested, through the Applicant. The Applicant shall retain copies of all supporting documents of the Beneficiary. Upon request of the Applicant, the Beneficiary shall send copies of supporting (accounting) documentation to the Applicant in two tranches: indicatively in a) September/October 2014 and b) February/March 2015, in coincidence with the drafting of a) the Progress Report and b) the Final Report.
- 2 The Applicant and the Associated Beneficiaries shall ensure that all invoices include a clear reference to the KEP Project.
- 3 The Applicant and the Associated Beneficiaries shall ensure that the CEI support is publicised, as detailed in Article 5 of the Grant Agreement between the CEI and the Applicant.
- 4 The Applicant and the Beneficiary shall share freely the know-how necessary for implementation of the KEP Project.
- 5 The Applicant shall not act, in the context of the KEP Project, as sub-contractor or supplier to the Beneficiary. The Associated Beneficiaries shall not act, in the context of the KEP Project, as sub-contractor or supplier to the Applicant or other Associated Partners.

## **Article 5. Subcontractors**

For specific tasks of a fixed duration, the KEP Project includes subcontractors, who shall not be considered as Beneficiaries.

The Applicant and the Beneficiary commit themselves to award subcontracts in accordance with the applicable rules on public tendering, in conformity with EU Directives on public tendering procedures.

Notwithstanding the fact that, for pure administrative reasons, the main supply to be purchased under the present project, namely an automatic hydrological station to be installed on a cross-border section of the Drina river basin and related data transmission/reception devices and SW, will be managed by one single Beneficiary, namely RHMZ RS, such a supply will be intended as a joint property of both Beneficiaries, and as such, the administration of the station will be made object of a separate exchange of letters between RHMZ RS and IHMS MN, copy to ARPA ER.

## **Article 6. Civil liability**

The Applicant and the Beneficiary accepts to assume sole liability towards third parties resulting from its carrying out its parts of the KEP Project.

## **Article 7. Resolution of controversies**

In case of controversy between the Applicant and the Beneficiary, ARPA ER and RHMZ RS commit themselves to settle it amicably.

Any dispute between the Applicant and the Beneficiary as to matters arising pursuant to the present Agreement that cannot be settled amicably within thirty (30) days after receipt by one Party or the other Party's request in written communication for such amicable settlement may be submitted to an Arbitrator chosen by the CEI, as grantor. Being the CEI an international organisation under Italian Law, in case of disputes, the law applicable to this agreement shall be the Italian Law.

## **Article 8. Project Reporting**

1 The Applicant shall regularly inform the CEI on the progress and on the achievements of the KEP project through the submission of the following reports, as indicated in Ch. 4 of the Grant Agreement between the CEI and ARPA ER:

- One Progress Report, to be delivered within four months of the KEP Project start;
- One Final Implementation Report, to be delivered within sixty days upon completion of the project activities;
- One Final Financial Report, to be delivered, together with the Final Implementation Report, within sixty days upon completion of the project activities.

The Final Reports will be co-signed by all Beneficiaries.

The Beneficiary will actively cooperate with the Applicant to draft these Reports and to collect all relevant documentation to be attached.

2 ARPA and RHMZ RS agree that after each technical meeting the minutes and all relevant material produced within the meeting may be used as a contribute to the reporting above.

3 The Beneficiary undertakes to provide any relevant information to the Applicant in due time before the submission of reports to the CEI, and to be available with additional information, should the CEI request so.

## **Article 9. CEI visibility**

All Beneficiaries of KEP Project declare to accept what stated in Chapter 5 of the Grant Agreement annexed to KEP Grant Agreement and commit themselves to fulfil all requirements in terms of promoting the CEI visibility in all phases of the project.

## **Article 10. Confidentiality for special documents and Copyright**

The CEI, the Applicant and the Associated Beneficiaries undertake to preserve the confidentiality of any document, information or other material communicated to them *in confidence*, disclosure of which could harm another party. The parties shall remain bound by this obligation beyond the closing date of the KEP Project.

## **Article 11. Ownership and exploitation of results, Copyright**

The Applicant and the Beneficiaries shall be the co-owners of the results, documents, expertise obtained pursuant to the KEP Project.

As for copyright of project documents, the Beneficiaries agree to the conditions expressed in Chapter 6 of the Grant Agreement towards the Grantor (CEI).

## **Article 12. Financial reporting: auditing**

ARPA and RHMZ RS declare to approve the contents of Chapter 4 of the Grant Agreement and accept to fully comply with it. Furthermore,

- ARPA ER, as Applicant, accepts the task to report all KEP Project costs certified by an external auditor and to provide the CEI with the mid-term financial statement and the final statement of expenditure and income;
- At least twice (in coincidence with the drafting of the Progress Report and the drafting of the Final Reports), the Beneficiary will provide ARPA ER with a dated and signed "cost statement summary" in electronic and paper version, with annexed all documents required by ARPA ER and necessary for the audit. If a document and / or an additional information is required by the auditor or by the CEI, the Beneficiary will send it immediately, at the latest within five working days from the date of the request by ARPA ER.

## **Article 13. Beneficiary's estimated eligible costs and financial contribution**

In accordance with the final budget of the KEP project, the Beneficiary will implement actions with an estimated total cost of € 20.900,00 (Annex 6 – Breakdown of estimated costs - cost sustained by ARPA ER for the first meeting in Trebinje, Republic of Srpska, already deducted).

### ***a) contribution***

RHMZ RS will contribute € 4.200,00 to the KEP Project of own financial resources of which

€ 1.700,00 as **in-kind contribution** (Annex 6: 1d - 1f and 7b);

€ 2.500,00 as **own budget** (Annex 6: 2b – 3a – 3b)

RHMZ RS will provide the Applicant with relevant documentation (curricula, copies of payslips, detailed working time sheets, invoices, receipt, proof of payment) when required.

### ***b) CEI funded activities***

Other project activities to be implemented by the Beneficiary will be covered by the CEI co-financing, to be disbursed by the Applicant under the conditions indicated below:

**4a) Conferences and seminars in Banja Luka/project area** up to a maximum amount of € 1,200,00. The Beneficiary will provide the Applicant with all relevant documents attesting purchases and payments related to the organisation of a project conference/ seminar in project area (receipts of payment and similar).

**5a) Aut. Hydrological Station in Drina river (installed)** to be purchased up to a maximum amount of € 13.500,00. The purchase should respect procurement rules. The Applicant will reimburse the Beneficiary of the entire cost, up to a maximum of € 13.500,00, upon receipt of a proof of purchase by the Beneficiary (invoice or similar).

**5b) Data transmission / reception devices and SW** to be purchased up to a maximum amount of € 2.000,00. The purchase should respect procurement rules. The Applicant will reimburse the Beneficiary of the entire cost, up to a maximum of € 2.000,00, upon receipt of a proof of purchase by the Beneficiary (invoice or similar).

### ***c) Procedure for disbursement***

In the framework of the KEP project, the Beneficiary will receive from the Applicant a maximum amount of € 16.700,00, as share of the CEI contribution, to cover items 4a), 5a) and 5b), as above.

The Applicant will transfer the share of the CEI contribution in different tranches:

- 1) The first, in advance, of € 8.350,00 at the signature of the present agreement, provided that the CEI has transferred the 50% of the CEI contribution as “advanced payment” to the Applicant.
- 2) Once the advance payment (Beneficiary’s quotas) has been exhausted, and accounted for to the Applicant, the remaining co-financing quota will be anticipated by the Beneficiary and accounted for to the Applicant. At the closure of the project, the Beneficiary will support the Applicant in drafting a “Final Implementation Report”, and a “Final Financial Report”, as indicated in art. 8 above.

The Beneficiary will submit to the Applicant all relevant documents to apply for the final payment it is entitled to (see annex n. 5 to this agreement).

Once the CEI will have processed the above Final Reports and acknowledged the eligible expenses, the Applicant will transfer to the Beneficiary the final payment quotas, as acknowledged by the CEI, as per Chapter 3 of the Grant Agreement between CEI and ARPA ER.

The estimated total costs incurred by the Beneficiary will be regularly reviewed during the KEP Project. In agreement with the Applicant, the amounts specified in this Article can be modified, provided that the modifications are in line with the Grant Agreement concerning the KEP Project budget. All changes to whatever budget line considered fruitful or necessary for the KEP Project, still within the same total budget, must be formally authorised by the Applicant (which at its turn will address a request and wait for approval by the CEI).

The final settlement will be based on the CEI's assessment of the Final Report, and more precisely on the review and acceptance of eligible expenses in the framework of the KEP Project.

#### **Article 14. Payment terms**

The Beneficiary commits itself to communicate to the Applicant, as soon as possible, the details of its Bank Account. Once the Applicant will receive this information (RHMZ RS's Account, Bank, IBAN, SWIFT code), all payments shall be made by the Applicant to the indicated account.

The Applicant and the Beneficiary agree that the first payment is considered as pre-financing payments until the CEI has approved the Final Reports and has transferred the final payment to the Applicant.

The Applicant will transfer the share of the final payment to the Beneficiary after the CEI has made the final payment, and/or incorporate a provision according to which the Applicant may recover amounts unduly paid to the Beneficiary.

#### **Article 15. CEI monitoring**

ARPA and RHMZ RS acknowledge to the CEI the right to audit and check all the documents submitted by the Beneficiaries at any time during the KEP Project implementation. The CEI, as per art. 4.5 of the Grant Agreement, will be invited to participate to all project activities and public events organised in the framework of the KEP project.

Done at Bologna, (date)

For the Applicant

Hydro-Meteo-Climato Service of ARPA - ER

represented by

Dr. Carlo Cacciamani

Director

Done at Banja Luka (date)

For the Beneficiary

RHMZ RS

represented by

\_\_\_\_\_  
Director



Annexes:

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1. Grant Agreement signed between CEI and ARPA ER
2. Original Project Application Form, as approved by CEI
3. Letter to postpone project start date
4. Kep Project Updated schedule and budget approved by CEI
5. Guidelines for reporting and audit of costs
6. Breakdown of estimated costs