



*Agenzia Regionale per la Protezione dell'Ambiente
del Friuli Venezia Giulia*

DELIBERAZIONE DEL DIRETTORE GENERALE

N° 167 SEDUTA DELIBERATIVA DEL 06/08/2010

OGGETTO

**AUTORIZZAZIONE ALLA SOTTOSCRIZIONE DELL'ACCORDO DI
PARTENARIATO DEL PROGETTO INCA-CE E DISPOSIZIONI PER
L'AVVIO DELLE ATTIVITÀ PROGETTUALI.**

**IL DIRETTORE GENERALE
(dott. Lionello Barbina)**

nominato con decreto del Presidente della Regione n. 0259/Pres. del 28.09. 2009

preso atto dei seguenti pareri favorevoli espressi in merito alla regolarità tecnica e contabile della presente deliberazione:

RESP. DEL PROCEDIMENTO	RESP. DELLA STRUTTURA	RESP. GESTIONE RISORSE ECONOMICHE
Data	Data 02.08.2010	Data 2.8.2010
Firma	Firma <i>J. Rich</i>	Firma <i>F. Sinigoj</i>

CON LA PARTECIPAZIONE

del Direttore Amministrativo dott. Franco Sinigoj, nominato con deliberazione del Direttore Generale n. 2 del 28.09.2009,
e del Direttore Tecnico-Scientifico dott. Giorgio Mattassi, nominato con deliberazione del Direttore Generale n. 6 del 02.10.2009;

per l'espressione dei pareri di competenza

VISTI:

- la legge regionale 3 marzo 1998, n. 6, così come modificata ed integrata dalla legge regionale 15 dicembre 1998, n. 16, recante l'istituzione dell'Agenzia Regionale per la Protezione dell'Ambiente (ARPA);
- la legge regionale 22 febbraio 2000, n. 2, recante all'art. 6 l'istituzione dell'Osmer, quale struttura centrale dell'ARPA;
- la deliberazione n. 113 dd. 31.12.2009, divenuta esecutiva ai sensi dell'art. 4, comma 3 della L.R. 6/98, con la quale è stato adottato il programma annuale 2010 e triennale 2010-2012, dichiarato dalla Giunta regionale, con delibera n. 266 dd. 11.02.2010, coerente agli indirizzi impartiti con la D.G.R. n. 2930/2009;
- la deliberazione n. 114 del 31 dicembre 2009 di adozione del bilancio preventivo annuale 2010 e triennale 2010-2012, approvata con deliberazione della Giunta regionale n. 433 dd. 11 marzo 2010;
- la delibera di Giunta Regionale n. 567 del 12 marzo 2009, avente ad oggetto "L.R. 6/1998 – Approvazione del Regolamento di Organizzazione dell'ARPA adottato con deliberazione commissariale n. 19 del 19 febbraio 2009";
- la deliberazione del Direttore Generale n. 67 del 31 marzo 2010 "Adozione del processo di budget del 2010";
- la deliberazione del Direttore Generale n. 112 del 25 maggio 2010 "Regolamento per la disciplina dell'organizzazione e del funzionamento dell'Agenzia regionale per la protezione dell'ambiente del Friuli Venezia Giulia - ARPA. Modifiche ed integrazioni";

PREMESSO che:

- l'Osmer ha partecipato negli anni scorsi a 5 precedenti progetti europei appartenenti ai programmi Spazio Alpino, CADSES, Transfrontaliero Adriatico e Italia-Slovenia, ottenendo un finanziamento complessivo di oltre 1 milione di euro e rivestendo ruoli di coordinamento importanti, fra cui quello di Lead Partner;
- con deliberazione del Commissario Straordinario n° 44 del 12 marzo 2009 l'Agenzia ha approvato la partecipazione dell'Osmer quale Partner al progetto "INCA-CE", di cui è Lead Partner lo ZAMG - Zentralanstalt für Meteorologie und Geodynamik di Vienna, autorizzando nel contempo la sottoscrizione delle lettere di adesione;
- il progetto INCA-CE è stato approvato dal Comitato di Monitoraggio del Programma European Territorial Cooperation Central Europe il 13 novembre 2009, come da nota prot. 003/09 dd. 17 novembre 2009 del Segretariato Tecnico Congiunto del programma medesimo, e pertanto risulta ammesso al finanziamento europeo mediante fondi FESR e cofinanziamento nazionale sul fondo di rotazione ex lege 183/1987;
- le lettere di adesione al progetto INCA-CE sono state nuovamente sottoscritte in data 20 gennaio 2010, a seguito della variazione del legale rappresentante dell'Agenzia;

PRESO ATTO che:

- l'obiettivo preminente del progetto nel suo complesso, il ruolo di ARPA FVG nel progetto e l'interesse dell'Osmer per il progetto sono stati illustrati ed esaminati nella predetta deliberazione del Commissario Straordinario n° 44 del 12 marzo 2009;
- la durata del progetto va dal 1 aprile 2010 al 30 settembre 2013;
- la quota di finanziamento complessivo riservata all'ARPA FVG è pari ad € 314.000;
- a seguito della approvazione del progetto, risulta necessario formalizzare definitivamente le obbligazioni reciproche con il Lead Partner mediante la sottoscrizione dell'accordo di partenariato, il cui testo è conforme alla rilevante normativa europea e ai dettami indicati dal programma ETC Central Europe ed è uguale, fatte salve le singole fattispecie anagrafiche, per tutti i partners progettuali;



RILEVATO che l'accordo di partenariato, come da testo allegato sub "A", prevede, in sintesi:

- che il Lead Partner e i Partners si impegnino a implementare insieme il progetto, secondo quanto previsto nell'Application Form e si diano vicendevole supporto al fine di raggiungere gli obiettivi del progetto;
- che l'accordo resti in vigore fino al 31 dicembre 2022, in relazione agli impegni legati al finanziamento FESR relativi al Lead Partner e ai Partners;
- che i Partners diano titolo al Lead Partners di rappresentarli per quanto concerne il progetto e si impegnino ad intraprendere tutti i passi necessari per supportare il Lead Partner nell'adempimento dei suoi obblighi relativi al progetto;
- che le obbligazioni del Lead Partner comprendano:
 - o tutto quanto previsto dalla rilevante normativa europea (art. 20(1) del Reg. CE 1080/2006), così come incluso anche nel Subsidy Contract;
 - o la responsabilità solidale dell'intero progetto nei confronti dell'Autorità di Gestione del Programma;
 - o le azioni necessarie per adempiere ai requisiti indicati nelle linee guida di rendicontazione;
 - o varie misure in caso di azioni o partners esterni all'UE o al territorio del programma Central Europe;
 - o le azioni necessarie per evitare che il Subsidy Contract venga rescisso dall'Autorità di Gestione del Programma;
- che le obbligazioni del Partner comprendano:
 - o l'adempimento degli obblighi derivanti dalla normativa europea e nazionale applicabile, in particolare per le parti del progetto di cui è responsabile;
 - o che vengano rispettate le norme relative all'eleggibilità dei costi, agli approvvigionamenti pubblici e i relativi requisiti del programma;
 - o l'autorizzazione all'utilizzo dei dati personali dal parte dell'Autorità di Gestione del Programma;
 - o l'autorizzazione all'accesso alle propri sedi da parte delle autorità rilevanti (Segretariato Tecnico Congiunto, Autorità di Gestione, Autorità di Certificazione, Autorità di Revisione e altre) per i controlli e le revisioni necessari;
 - o che la sua parte di attività da implementare nel progetto in questione non sia in tutto o in parte finanziata da altri Programmi europei;
 - o il rispetto delle condizioni di gestione tecnica del progetto (implementazione delle parti di progetto di cui è responsabile secondo i tempi stabiliti, individuazione di un coordinatore locale del progetto dotato dell'autorità di rappresentare il Partner per quanto concerne il progetto stesso, immediata notifica al Lead Partner in caso di eventi che possano modificare lo svolgimento del progetto, disponibilità a fornire i documenti o le informazioni necessarie ad eventuali valutatori indipendenti del programma Centrale Europe, tempestivo riscontro alle richieste del Segretariato Tecnico Congiunto e dell'Autorità di Gestione, informazione al Lead Partner di eventuali revisioni o ispezioni ricevute);
 - o il rispetto delle condizioni di gestione finanziaria del progetto (utilizzo dei fondi sotto la propria responsabilità, garanzia di appropriato controllo finanziario, rispetto dei limiti di spesa concordati, garanzia che la spesa sia stata effettuata per l'implementazione del progetto e corrispondenza con le attività concordate, immediata informazione al Lead Partner in caso di riduzione dei costi, mancanza di rispetto delle condizioni di spesa, o altre circostanze che possano dar luogo a riduzioni del pagamento o a richieste di rimborso totali o parziali da parte dell'Autorità di Gestione, mantenimento di una contabilità separata per il progetto in questione e garanzia che i costi eleggibili così come i sussidi ricevuti possano essere chiaramente identificati);

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- la struttura organizzativa per la gestione del progetto, in particolare dello Steering Committee, responsabile delle decisioni per l'implementazione del progetto e di modifiche al budget;
- le regole di gestione del budget e i principi di rendicontazione, per cui ogni Partner viene ritenuto responsabile verso il Lead Partner della corretta gestione finanziaria del suo budget, per cui viene istituito un sistema contabile separato, nonché regole in caso di costi comuni a più Partners;
- norme sui rapporti, le certificazioni di spesa e le richieste di pagamento:
 - o ogni Partner si impegna a fornire al Lead Partner le informazioni necessarie per redigere e inoltrare i progress reports, incluse le certificazioni di spesa e gli allegati obbligatori, almeno 30 giorni prima del termine per la loro presentazione (seguono norme in caso di richiesta di posticipo dei termini);
 - o il Lead Partner ha facoltà di verificare la validità della documentazione di spesa presentata da ciascun Partner, la rispondenza agli obiettivi del progetto e alle attività indicate nell'Application Form e che la certificazione sia stata emessa dall'organismo di controllo selezionato dallo Stato membro del Partner (seguono norme in caso di documentazione incompleta o non conforme);
 - o i pagamenti non richiesti in tempo o non conformi possono essere persi;
 - o l'individuazione dell'ente certificatore di primo livello e norme in caso di sua sostituzione; l'Agenzia in via ancora provvisoria ha individuato la Selene Audit S.r.l. di Torino ed è in attesa della formale approvazione della procedura di selezione da parte della Commissione Mista, di cui all'Accordo tra Governo, Regioni e Province Autonome;
 - o l'obbligo di fornire informazioni aggiuntive se richiesto dall'Autorità di Gestione;
 - o l'individuazione del conto corrente bancario su cui effettuare i pagamenti a favore del beneficiario e la possibilità di chiedere interessi di mora in caso di ritardato pagamento;
- l'obbligo di conservare la documentazione finanziaria relativa al progetto almeno fino al 31 dicembre 2022 presso la sede dell'Agenzia;
- norme per la regolamentazione della variazione o riallocazione del budget, della variazione nella partnership, nelle attività o nella durata del progetto;
- le misure di informazione e pubblicità del progetto, per cui il Lead Partner e il Partner si impegnano a promuovere il progetto sia verso i potenziali beneficiari che verso il pubblico in generale, rispettando le regole di evidenza del contributo europeo (logo, denominazioni, etc.) stabilite dai regolamenti e autorizzando l'Autorità di Gestione ad utilizzare i dati relativi al progetto per comunicazioni tecniche o al pubblico;
- norme sulla responsabilità legale:
 - o il Lead Partner assume la responsabilità legale e finanziaria complessiva per il progetto e per i Partners verso l'Autorità di Gestione e verso terzi;
 - o ogni Partner è responsabile verso gli altri Partners e deve indennizzarli e tenerli indenni da ogni responsabilità, danno o costo derivante da inadempienza dei propri doveri o obbligazioni, così come definiti dal presente accordo o dalle norme vigenti;
 - o il Lead Partner si assume la responsabilità verso terzi, inclusa quella per danni alle persone o alle cose di ogni tipo, ha titolo per surrogare il Partner che ha causato il danno e il Partner che ha causato il danno risulta quindi responsabile e obbligato verso il Lead Partner;
 - o l'Autorità di Gestione non si assume nessuna responsabilità;
 - o vale la clausola di assenza di responsabilità in caso di inadempienza per causa di forza maggiore;





- norme che regolano il mancato adempimento agli obblighi o ritardi e irregolarità, con obblighi di informazione, contestazione, eventuale esclusione dal progetto e relativo rimborso verso l'Autorità di Gestione e/o verso gli altri Partners, fino al decommitment dei fondi del progetto;
- norme caso di successione legale, cooperazione con terzi, per il rimborso di fondi non dovuti, norme sulla proprietà e uso dei prodotti del progetto e per la gestione degli eventuali utili; norme di riservatezza; sulle liti fra Partners;
- la definizione dell'inglese quale lingua ufficiale per ogni documento avente valore legale e lingua di lavoro del progetto;
- varie altre norme finali sulla legge applicabile (quella austriaca), la forza maggiore, le modifiche all'accordo e l'elezione di domicilio;

VISTI altresì:

- l'Application Form del progetto INCA-CE;
- il relativo Subsidy Contract del 25 maggio 2010, contratto di finanziamento fra l'Autorità di Gestione del programma ETC Central Europe e il Lead Partner ZAMG Vienna;

CONSIDERATO che:

- al fine di assicurare la necessaria snellezza operativa nella gestione del progetto, come indicato nell'accordo di partenariato deve essere individuato un coordinatore locale del progetto, che partecipi anche alle sedute dello Steering Committee del progetto stesso con il potere di prendere decisioni relative alla sua gestione e al contributo e ruolo dell'Agenzia in tale contesto;
- per la realizzazione della quasi totalità delle attività progettuali previste in capo all'Osmer è necessaria la disponibilità di risorse umane adeguate sia dal punto di vista qualitativo che quantitativo, risorse che possono essere reperite solo per una parte minoritaria nell'ambito del personale di ruolo e nel contesto delle attività istituzionali programmate e per le quali è prevista la copertura finanziaria nel budget di progetto assegnato all'ARPA FVG;

RITENUTO pertanto opportuno:

- sottoscrivere l'accordo di partenariato, così come da testo allegato sub "A", fermo restando che l'individuazione dell'ente certificatore di primo livello nella ditta Selene Audit S.r.l. di Torino è allo stato provvisoria, in quanto l'Agenzia è in attesa della formale approvazione della procedura di selezione da parte della Commissione Mista, di cui all'Accordo tra Governo, Regioni e Province Autonome;
- individuare la S.O.C. OSMER quale struttura incaricata dell'attuazione tecnica del progetto, per quanto di competenza dell'ARPA FVG;
- individuare il Direttore della S.O.C. OSMER quale coordinatore locale del progetto, conferendo al medesimo il mandato di partecipare e prendere decisioni in nome dell'Agenzia a tutti i relativi organismi di gestione, fra cui lo Steering Committee;
- procedere all'acquisizione di n. 2 unità di personale per la realizzazione degli obiettivi del progetto e per un periodo compreso entro la durata del progetto;

sentiti i pareri favorevoli del Direttore Tecnico-scientifico e del Direttore Amministrativo sostituto;

DELIBERA

per le motivazioni e nei limiti indicati in premessa:

- 1) di autorizzare la sottoscrizione dell'accordo di partenariato del progetto INCA-CE, così come da testo allegato sub "A";



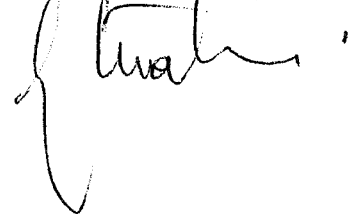
- 2) di individuare la S.O.C. OSMER quale struttura incaricata dell'attuazione della parte tecnica del progetto di competenza di ARPA FVG;
- 3) di individuare il Direttore della S.O.C. OSMER quale coordinatore locale del progetto, conferendo al medesimo il mandato di partecipare e prendere decisioni in nome dell'Agenzia a tutti i relativi organismi di gestione, fra cui lo Steering Committee;
- 4) di autorizzare l'acquisizione di n. 2 unità di personale per la realizzazione degli obiettivi del progetto, per un periodo compreso entro la durata del progetto e totalmente a carico dello stesso.

Letto, approvato e sottoscritto

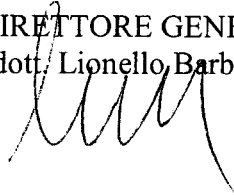
IL DIRETTORE AMMINISTRATIVO
(dott. Franco Sinigoj)



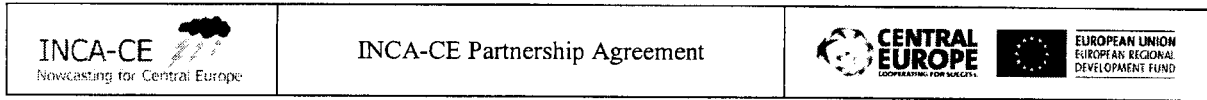
IL DIRETTORE TECNICO-
SCIENTIFICO
(dott. Giorgio Mattassi)



IL DIRETTORE GENERALE
(dott. Lionello Barbina)



allegato "A"



Agreement between Lead Partner and Partners of the CENTRAL EUROPE project INCA-CE (Partnership Agreement)

Issue:	1
Revision:	0
Date:	13 July 2010

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Having regard to:

- the legal framework as in § 1 of the Subsidy Contract signed between the Managing Authority (hereinafter referred to as MA) and the Lead Partner Central Institute for Meteorology and Geodynamics of the project No 2CE120P3, acronym INCA-CE and in particular Art. 20.1 (a) of the Regulation (EC) No 1080/2006 of the European Parliament and the Council of 5 July 2006 and
- § 6.1 to § 6.3 of the Subsidy Contract signed between the Managing Authority and the aforementioned Lead Partner on 25 May 2010.

the following Agreement shall be made between:

Central Institute for Meteorology and Geodynamics, Hohe Warte 38, A-1190 Vienna, Austria, represented by Mr. Michael Staudinger (Lead Partner)

and

Regional Agency for Environmental Protection, Via Cairoli, 14, I-33057, Palmanova, Italia, represented by Mr. Lionello Barbina (Partner 6),

for the implementation of the CENTRAL EUROPE project 2CE120P3, INCA Central Europe - Integrated nowcasting system for the Central European area, INCA-CE, approved by the Monitoring Committee of the Operational Programme CENTRAL EUROPE on 13 November 2009 in Budapest (Hungary).

§ 1

Subject of the Agreement

Subject of this Agreement is the organisation of a partnership in order to implement the CENTRAL EUROPE project 2CE120P3, INCA Central Europe - Integrated nowcasting system for the Central European area, INCA-CE as indicated in the annexes.

The Lead Partner and the Project Partners commit themselves in jointly implementing the project in accordance with the Application Form and support one another with the aim to reach the objectives of the project. This also includes the commitment to produce qualitative outputs and to achieve the results set in the Application Form and support the Lead Partner in fulfilling its obligations as defined in the Subsidy Contract between the Managing Authority and the Lead Partner dated 25 May 2010 and its annexes (**Annex II**).

Therefore this Partnership Agreement must be in accordance with the provisions of the Subsidy Contract. The Project Partners declare to have carefully read and accepted the legal framework and the other relevant norms affecting the project. In case that changes in the Subsidy Contract affect the Partnership Agreement, this document has to be adjusted accordingly.

The annexes of this Agreement are considered to be an integral part of this Agreement and comprise:

The latest version of the Application Form including the fulfilment of conditions approved by the Monitoring Committee on 25 January 2010 including enclosures (Annex I); the detailed work plan and timetable of activities per Project Partner (Annex III); the partners' budget split per work package, budget line and reporting period (Annex IV) and where applicable, the method for calculation of sharing common costs and split of the shared common costs per partner, per work package and per budget line (Annex V).

§ 2 Definitions

1. For the purposes of the present Agreement the following terms shall have the meanings assigned to them here:
 - (a) Project Partner: any institution financially participating in the project and contributing to its implementation according to Section 4 of the approved project Application Form (corresponds to the term "beneficiary" used in the EU-regulations on Structural Funds and is hereinafter referred to as PP);
 - (b) Lead Partner: the project partner who takes the overall responsibility for the project according to Section 4 of the approved project Application Form and as in § 6 of the Subsidy Contract (hereinafter referred to as LP);
 - (c) Associated institution: any body involved as observer without financially contributing to the project and included in the list available in Section 4 of the approved project Application Form.

§ 3 Duration of the Agreement

This Agreement shall enter into force retrospectively (*ex tunc*) as from the day after the submission of the Application Form, unless the project has a later starting date. It shall remain in force as long as the LP and its PPs have any duties linked to the ERDF subsidy, i.e. three years after the closure of the Programme, and in any case at least until 31 December 2022 if there are not national rules that require an even longer archiving period. Other possibly longer statutory retention periods remain unaffected. This applies also to all information and supporting documents regarding a grant under the *de minimis* aid scheme.

§ 4 Partnership

The PPs entitle the LP to represent the PPs in the project. They commit themselves to undertake all steps necessary to support the LP in fulfilling its obligations specified in the Subsidy Contract and in this Agreement.

§ 5 Obligations of the Lead Partner

1. The LP shall assume the sole responsibility for the entire project towards the Managing Authority and fulfil all obligations arising from the related Subsidy Contract.

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2. The obligations of the LP ex Article 20(1) of the Regulation (EC) No 1080/2006 are listed in § 6 and 7 of the Subsidy Contract included in this Agreement as Annex II. In addition to these, the LP is also obliged to:
- Take all the necessary actions to comply with the requirements indicated in the Control & Audit Guidelines;
 - In case the project foresees to implement activities outside the EU territory up to a limit of 10% of the total ERDF project budget ex art. 21.3 of Reg. (EC) No 1080/2006, ensure that funds are spent under its and/or its PPs responsibility in order to secure a proper financial control and that the total ERDF expenditure is within the limit agreed by the partnership and the aforementioned limit not exceeded;
 - In case the project has foreseen to involve EU PPs outside the CENTRAL EUROPE area ex art. 21.2 of Reg. (EC) No 1080/2006, ensure that the total ERDF expenditure of those PPs does not exceed the limit of 20% of the total ERDF project budget¹ and
 - Ensure to take all the necessary measures in order to avoid that the Subsidy Contract is terminated by the Managing Authority and thus to avoid that the partnership is asked to repay the subsidy according to §15 of the Subsidy Contract.

§ 6

Obligations of the Project Partners

1. Each PP shall comply with the relevant legal and other requirements under the law which applies to it, especially with the European Union's and national legislation as set out in § 1 of the Subsidy Contract (Annex II) and its annexes. Furthermore each PP shall ensure that all necessary approvals have been obtained.

In particular each PP shall ensure for the part of the project for which it is responsible:

- that it is in compliance with the relevant EU Regulations - especially ERDF and regulations concerning equal opportunities, protection of environment, cost efficiency, publicity rule, public procurement and State Aid discipline, other applicable rules as reported in the documentation listed in Annex II of this Agreement (in particular the Control & Audit Guidelines) - and the applicable national legislation
 - in case *de minimis* for state aid applies, that all administrative requirements necessary to ensure the implementation of Regulation (EC) No 1998/2006 are respected; when necessary, this respect shall also be ensured by those actors/institutions benefitting of the PPs actions implemented within the project;
 - that the national eligibility rules, national public procurement rules and programme requirements are strictly respected.
2. Each PP confirms that data contained in the application documents and which are acquired in the project implementation shall be used by the Managing Authority according to the Law on Data Protection 2000, Austrian Federal Law Gazette No 165/1999.
3. Furthermore each PP shall give access to the relevant authorities (Joint Technical Secretariat, Managing Authority, Certifying Authority, Audit Authority, Commission Services and national and EU controlling institutions) to its business premises for the necessary controls and audits.

¹ Not applicable for the projects approved within the framework of the first call for proposals.

4. 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.

5. Each PP shall ensure that the following project management conditions are fulfilled:
 - a) To implement the part of the project for which it is responsible in due time according to the descriptions of the work plan (Application Form, Section 3) as defined in Annex III of the present Agreement and to start the project implementation at the latest within two months after the entering into force of the Subsidy Contract or at a later date according to the project work plan;
 - b) To appoint a local coordinator for the part(s) of the project for which it is responsible and to give the appointed coordinator the authority to represent the partner in the project so that to ensure a sound project management²;
 - c) To immediately notify the LP of any event that could lead to a temporary or final discontinuation or any other deviation of the approved part(s) of the project for which the PP is responsible;
 - d) To provide the independent assessors carrying out the CENTRAL EUROPE mid-term and ex-post evaluation with any document or information necessary to assist with the evaluation;
 - e) To promptly react to any request by the Managing Authority/Joint Technical Secretariat through the LP;
 - f) To inform the LP about any audit that have been carried out by the bodies mentioned in §6. 3 of the present Agreement.

6. Each PP shall ensure that the following finance management conditions are fulfilled:
 - a) In case the PP is located in the EU CENTRAL EUROPE area and §.5.2.b) applies to the aforementioned PP, funds shall be spent under its responsibility in order to secure a proper financial control and the expenditure shall be within the limit agreed by the partnership;
 - b) In case the EU PP is located outside the CENTRAL EUROPE and § 5.2.c) applies, funds shall be spent within the limit indicated;
 - c) That expenditure presented to the LP has been incurred for the purpose of implementing the project and correspond to the activities agreed;
 - d) To immediately inform the LP if costs are reduced or one of the disbursement conditions ceases to be fulfilled, or circumstances arise which entitle the Managing Authority to reduce payment or to demand repayment of the subsidy wholly or in part;
 - e) To install a separate accounting system for the settlement of the present project and safeguard that the eligible costs as well as the received subsidies can be clearly identified.

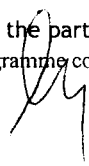
§ 7

Organisational Structure of the Partnership

1. For the successful management and completion of the project a Steering Committee shall be set up.

2. The Steering Committee shall be composed by competent representatives of all PPs as indicated/identified in the Start-up Report and shall be chaired by the LP. It shall meet on a regular basis. Associated institutions shall be invited to take part in the Steering Committee in an advisory capacity.

² Names of local coordinators shall not be included in this Agreement if the partnership does not wish so.
 This project is implemented through the CENTRAL EUROPE Programme co-financed by the ERDF


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3. The Steering Committee shall:
 - a) Be responsible for monitoring the implementation of the project;
 - b) Decide on any budget changes as in § 11 of the present Agreement;
 - c) Be responsible for the settlement of any disputes among project participants (as stipulated in § 23 of this Agreement);
 - d) Have the possibility to set up sub-groups/ working groups to deal with specific tasks related to the project.
4. Further aspects, including the mediation or resolution of disputes between the Steering Committee and the PP(s) may be set out in the Rules of Procedure of the Steering Committee.

§ 8

Budgetary and financial management, accounting principles

1. In compliance with § 6 of this Agreement, every PP shall be held responsible towards the LP for guaranteeing a sound financial management of its budget up to the amount as to which the partner participates in the project and pledges to release its part of the co-funding. For this purpose, a separate accounting system must be set in place.
2. In case of splitting costs among the PPs (i.e.: sharing common costs), and provided the necessary agreement has been received from the respective first level controllers, the LP and PPs involved must ensure that:
 - a) No financial profits can be gained from the participation in the project;
 - b) In case of subcontracting of external services, transparent public procurement, competition principles and respect of EU and national legislation on public procurement and state aid shall apply;
 - c) Sharing of costs among the LP and PPs shall be based on a transparent, fair and equitable method and these costs shall be well identified in the LP's/PPs' accountancy and described in this Agreement as Annex V;
 - d) Evidence must be provided to the first level controllers of the contributing PPs that the shared costs refer to eligible expenditure certified as such by the controller of the PPs incurring the costs; such costs must be certified by the first level controllers in a separate declaration;
 - e) In order to ensure full audit trail, no withholding of ERDF funds can take place among the parties of this Agreement;
 - f) Other requirements coming from the national first level controllers shall be respected.
3. In case § 8.2 applies, the methodology for calculation to be used is the one provided in Annex V.

§ 9

Reporting, certification of expenditure and requests for payment

1. Every PP commits to providing the LP with the information needed to draw up and submit, according to the deadlines set in the Subsidy Contract, Progress reports and other specific documents required by the Managing Authority. The reporting periods as laid down in the Subsidy Contract as well as instructions in the reporting forms, Implementation Manual and Control & Audit Guidelines shall be observed.

2. In addition, in order to allow the LP to submit a payment request to the Managing Authority, every PP shall submit to the LP its certification of expenditure issued by the responsible public authorities or private institutions as referred to in Art 16(1) of Regulation (EC) No 1080/2006, accompanied by the compulsory elements presented in the control and audit guidelines (i.e., the internal control report and the control checklist).
3. In order to meet the deadlines as stipulated in §9.1, each PP commits itself to deliver the necessary documentation to the LP 30 working days before the deadline set in the Subsidy Contract.
4. Requests for postponement of the reporting deadline shall be asked by the LP to the Managing Authority via the JTS at the latest one week prior to the due deadline and accompanied by justification documents.
5. The LP shall be in charge of confirming that the expenditure reported by each PP has been incurred by the nominated PP and for the purpose of implementing the project and that it corresponds to the activities laid down in the approved Application Form. The LP shall also verify that the expenditure has been certified by the relevant controller according to the system chosen by the Member State where the PP is located.
6. In the event of expenditure certified by the PP(s) which has not been incurred for the purpose of implementing the project or does not correspond to the activities agreed, the LP shall ask the PP(s) to redraft the submitted financial documents; the LP shall be entitled to deny the expenditure declared by the affected PP(s). In that case, the LP is obliged to inform the PP(s) concerned on the denial of the expenditure declared and the motivation thereto.
7. Payments not requested in time and in full or non in compliance may be lost: in case of decommitment of funds § 18.10 applies.
8. The first level controllers who, in accordance with the system set up by each Member State, shall carry out the certification of the expenditure of the PPs are:

For PP6:

Institution: Selene Audit S.r.l.
Name: dott. Giacomo Buchi
Address: Corso Unione Sovietica 612/15b, Torino, Italy
Telephone: +39 011 3473648
Fax: +39 011 3473632
Email: info@selene-audit.it

9. These controllers will base their work on the rules provided by each Member State and the requirements set in the respective EC Regulations and in the Control and Audit Guidelines of the CENTRAL EUROPE Programme.
10. The PPs from countries having set a decentralised control system, accepts the right of the Managing Authority, after agreement with the national responsible institution, to

require that the controller directly selected by the PPs shall be replaced if considerations, which were unknown when the contract was signed, cast doubts on the controller's independence or professional standards.

11. Any change of control authority/institution or name of controller(s) shall be duly notified to the LP who has subsequently to notify the Managing Authority via the Joint Technical Secretariat.
12. PPs must provide additional information if the LP or the Managing Authority via the Joint Technical Secretariat deem that necessary in order to proceed with the analysis of the Progress Report. In case it is the latter asking additional clarifications, these will be collected by the LP and sent to the Managing Authority via the Joint Technical Secretariat.
13. After the Progress report has been checked by the Managing Authority via the Joint Technical Secretariat and the respective ERDF funds have been transferred to the LP account, the LP shall forward the ERDF share to each PP according to their quota without any delay and in full to the following accounts:

PP6:

Account No (IBAN): IT 60 N 06340 12315 06700007080P

Name of the holder: A.R.P.A. F.V.G. Agenzia Regionale per l'Ambiente del Friuli Venezia Giulia

Name of the bank: FRIULCASSA S.P.A. - Cassa di Risparmio Regionale

Bank code (SWIFT): IBSPIT2U

14. These accounts shall be whenever possible specific for project purposes and shall provide for registration in Euros (EUR; €) of total expenses (expenditure) and of the return (income) related to the project. Changes of the account number shall be duly notified to the LP.
15. In case of delay in the transfer of ERDF funds imputable to the LP, the PPs may claim interest rates which the LP must not pay from the approved project budget. The maximum acceptable delay is of 10 working days. In exceptional and duly justified cases, public and public equivalent bodies could benefit from an extension of the afore-mentioned set time in order to comply with the internal administrative procedures in transferring public funds.
16. The LP shall systematically send every PP copies of the Progress reports submitted to the Managing Authority via the JTS and keep the PPs informed on a regular basis of all relevant communication with the bodies implementing the Programme.

§ 10 Audit trail

1. Each PP shall maintain for audit purposes all supporting documents regarding expenditure incurred and payments made for which it is responsible recorded and stored on commonly accepted data carriers as referred to in Article 19 (4) of Regulation (EC) No 1828/2006 and made available for verifications according to Article 16 of Regulation (EC) No 1080/2006 as well as audits according to Articles 62 and 90 of Regulation (EC) No 1083/2006. All supporting documents shall be stored in a safe and

orderly manner for three years after the closure of the programme, and in any case at least until 31 December 2022, if there are not national rules that require an even longer archiving period. Other possibly longer statutory retention periods remain unaffected. This applies also to all information and supporting documents regarding a grant under the *de minimis* aid scheme.

The documents will be held for each PP by the following institutions and in the following locations:

For PP6:

Institution: Regional Agency for Environmental Protection
Address: Via Cairoli, 14, I-33057, Palmanova, Italia

2. In case documents exist in electronic version only, the computer system used must meet accepted security standards that ensure that the documents held comply with national legal requirements and can be relied on for audit purposes.

§ 11

Budget deviation and reallocation

1. The LP is responsible towards the Managing Authority for monitoring and ensuring that budget changes in budget lines, work packages, budgets and partner budgets are allowed as long as the maximum amount of funding awarded is not exceeded, that provisions related to State Aid discipline are respected and that they follow the conditions below:
 - a) an increase of the original amount, as stated in the approved application, is possible in the budget line, the work packages budget (with the exception of work package "WP 0") and/or the budget of partners. The increase is limited to a maximum of either € 20.000,- or 10% of the original amount of the budget line, the work packages and the budget of the partners³ and under the rules as defined in §4.5 a) of the Subsidy Contract;
 - b) reallocation of amounts between budget lines, work packages budget (with the exception of work package "WP 0") and/or between PPs resulting in an increase of up to 20% but to a maximum of EUR 250.000,- of the original budget of the budget line, work package budget and partner budget as stated in the latest approved application documents is possible⁴. The reallocation shall take place only once during the project period and under the rules as defined in § 4.5 b) of the Subsidy Contract.
2. Every PP shall timely inform the LP on any request of revision of its budget quota in respect to its original commitment.
3. In case § 11.1 a) or b) applies, the LP shall negotiate changes with its PPs beforehand and submit the proposal to the project Steering Committee for approval.

³ Resulting decreases in the budget of other budget lines, work packages and/or budgets of partners may exceed these thresholds as long as the implementation of the approved work plan and the partners' foreseen involvement remain unaffected.

⁴ As in the previous footnote.

4. For budget changes exceeding the limit set in §11.1 b) of this Agreement, the LP based on its own and on information received from its PPs - shall submit a motivated request to the Managing Authority via the Joint Technical Secretariat. These changes may be approved by the Monitoring Committee on a case by case basis.
5. In case a change in the budget occurs, Annex IV of the present Agreement has to be amended accordingly and this change must be notified to the Managing Authority via the Joint Technical Secretariat.

§ 12

Changes in Project Partnership

1. In case of PP withdrawal from the project due to structural, financial or technical obstacles not existing at the moment of the establishment of the partnership, submission of the project proposal and further (project) implementation, the LP has to inform the Managing Authority via the Joint Technical Secretariat without delay and has to find rapid and efficient solutions in order to ensure the proper project implementation.
2. The remaining PPs will endeavour to cover the contribution of the withdrawing PP either by assuming its tasks by one or more of the present PPs or by asking a new PP to join the partnership. In case the former applies, the LP shall ensure that the partnership eligibility requirements are ensured.
3. In case a new PP is asked to join the partnership, the LP must ensure that it has adequate experience, technical, organizational and financial capabilities to properly participate in the project and to adequately replace the withdrawing one. The LP shall submit to the Managing Authority via the Joint Technical Secretariat on behalf of the new PP all relevant documents (including, if necessary, a declaration on the status with regard to the State Aid compliance). Also in this case, the LP shall ensure that the partnership eligibility requirements are ensured.
4. The entry of any new PP becomes legally effective only after approval by the Monitoring Committee. Funds of the withdrawing PP are only available for the new PP or the remaining PPs after the approval of its replacement by the Monitoring Committee.
5. In case a change in partnership occurs, the present Partnership Agreement - as well as the relevant annexes - has to be amended accordingly and signed by the new PP as well as by the remaining partners including the LP.
6. In case the replacing PP, both new or from within the partnership, has a different co-financing rate than the withdrawing one, the initial total ERDF granted to the project by the Monitoring Committee cannot be exceeded.
7. The withdrawn PP has nevertheless to keep documents for audit purposes three years after the closure of the programme, and in any case at least until 31 December 2022.

§ 13

Changes in activities and in project duration

1. In case modification of activities and/or extension of project duration would become necessary, the LP has to inform the Managing Authority via the Joint Technical Secretariat without delay providing adequate justification.
2. Modification of activities and/or extension of the project duration become legally effective only after approval by the Managing Authority.
3. No extension of duration will be allowed beyond 31 December 2014.
4. In case a change in the activities and/or the duration occurs, all affected annexes of the present Agreement have to be amended accordingly and this change must be notified to the Managing Authority via the Joint Technical Secretariat.

§ 14

Information and publicity measures

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. Any notice or publication by the project, including a conference or a seminar, must specify that the project has received a subsidy from the Programme funds in compliance with requirements set by the regulatory framework as in §1 of the Subsidy Contract in particular with Articles 8 and 9 of Regulation (EC) No 1828/2006 on information and publicity measures for the public and its Annex I.
3. The LP must ensure that all the PPs and itself respect the additional publicity requirements as laid down in the Implementation Manual and Control and Audit Guidelines which form an integral part of this Agreement.
4. The LP and the PPs commit themselves that any notice or publication by the project, in whatever form and on or by whatever medium, including the Internet, must specify that it reflects the author's view and that the Managing Authority and the programme bodies are not liable for any use that may be made of the information contained therein.
5. The LP and PPs authorise the Managing Authority and the Member States to publish, in whatever form and on or by whatever medium, including the Internet, the following information:
 - the name of the LP and its PPs,
 - the purpose of the subsidy,
 - the amount of funding awarded and the proportion of the total cost of the project accounted for by the funding,
 - the geographical location of the project,
 - abstracts of progress reports and of final report,
 - whether and how the project has previously been publicise
6. The LP and PPs agree that the Managing Authority on behalf of the Monitoring Committee and of other CENTRAL EUROPE promoters at national level are entitled to use the outputs of the project in order to guarantee a widespread publicity of such deliverables and to make them available to the public.
7. Project communication and public relation outputs shall be forwarded by the LP to the Managing Authority.

§ 15

Assignment, legal succession

1. Succession to the LP or a PP and assignment of its duties and rights is possible under exceptional cases and in well-founded circumstances and prior written consent of the Managing Authority and the Monitoring Committee.
2. In the case of legal succession, e.g. where the LP or a PP changes its legal form, the LP or the PP concerned is obliged to transfer all duties under this Agreement to the legal successor. Legal changes must not affect the eligibility of the partnership.
3. The LP shall notify the Managing Authority about any change beforehand.
4. In case § 15.1 applies, the present Agreement has to be amended accordingly.

§ 16

Cooperation with Third parties and outsourcing

1. In the event of outsourcing, the PPs must obey community and national rules on public procurement and shall remain the sole responsible parties towards the LP and through the latter to the Managing Authority concerning compliance with their obligations by virtue of the conditions set forth in this Agreement including its annexes.
2. Eventual financial involvement of associated institutions must not enter in conflict with public procurement rules. Expenditure incurred by the associated institutions shall be finally borne by any of the PPs or by the LP in order to be considered as eligible and on condition that this is allowed by national rules.

§ 17

Liability

1. According to § 8 of the Subsidy Contract, the LP bears the overall financial and legal responsibility for the project and for the PPs towards the Managing Authority and towards 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 and its annexes or of other legal norms. Eventual repayment of undue funds by the PP to the LP, for which the LP is liable towards the Managing Authority is ruled in § 18 of the present Agreement.
3. Towards third parties the LP shall assume sole liability, including liability for damage or injury of any kind sustained by them while the project is being carried out as stipulated in § 8.4 of the Subsidy Contract. 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 contract accept that the Managing Authority cannot be under any circumstances or for any reason whatsoever held liable for damage or injury sustained

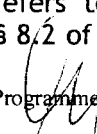
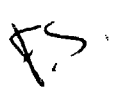

by the staff or property of the LP or one of its PPs while the project is being carried out. No claims can be accepted by the Managing Authority for compensation or increases in payment in connection with such damage or injury.

5. No party shall be held liable for not complying with obligations ensuing from this Agreement in case of *force majeure* as described in § 26 of this Agreement.

§ 18

Non-fulfilment of obligations or delay, irregularities

1. Every PP is obliged to promptly inform the LP and to provide the latter with all necessary details should there be events that could jeopardise the implementation of the project.
2. Should one of the PPs be in default, the LP shall admonish the respective PP to comply with its obligations within a maximum of one month. The LP shall make any effort to contact the PP in resolving the difficulties including seeking the assistance of the Managing Authority/Joint Technical Secretariat.
3. Should the non-fulfilment of obligations continue, the LP may decide to exclude the PP concerned from the project, prior approval of the other PPs. The Managing Authority via the Joint Technical Secretariat shall be informed immediately if the LP intends to exclude a PP from the project. Request of withdrawing a PP must be endorsed by the Monitoring Committee.
4. The excluded PP is obliged to refund to the LP any programme funds received which it cannot prove on the day of exclusion that they were used for the implementation of the project and any damage to the remaining project partnership due to its exclusion.
5. The excluded PP has to keep documents for audit purposes according to what stated in §10.1 of the present Agreement.
6. The LP and all PPs are obliged to compensate each other for those damages that may result from culpable non-performance or malperformance of any of their obligations under the present Agreement, in particular what foreseen in §5, §6 and §17.2.
7. In case of non-fulfilment of a PP's obligation 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.
8. In case of irregularities discovered by the Managing Authority or by the Certifying Authority during the day-to-day project management, in case the Managing Authority is notified of such irregularities as well as in case of breach of contract or infringement of provisions it is based on, or in case that an on-the-spot check or provision of information previously not existing bring to the conclusion that some expenditure previously certified and already paid out by the Certifying Authority might be declared as non-eligible, the LP will be asked - according to §19 of the present Agreement - to repay the subsidy in whole or in part if the funds have been already paid out. The obligation of PPs to repay the LP is regulated in §19 of this Agreement.
9. In case the irregularity/unduly paid out funds refers to common costs not being managed in respect of the provisions laid down in § 8.2 of the present Agreement, the

LP/PP responsible for the management of these common costs shall be held responsible for the total managed amount of ERDF funds plus related interest towards the Managing Authority.

10. If decommitment of funds applies and the Monitoring Committee decides that ERDF funds allocated to projects have to be reduced, the PPs herewith agree that the deduction shall be imputed to those PPs that have contributed to the decommitment of funds unless a different decision is taken by the Monitoring Committee. Deduction of funds shall be done in a way not to jeopardise future involvement of PPs and implementation of activities.

§ 19

Demand for repayment of undue funds

1. Should the Managing Authority in accordance with the provisions of the Subsidy Contract demand the repayment of subsidy already transferred to the LP, every PP is obliged to transfer its portion of undue amount to the LP. The LP shall, without delay, forward the letter by which the Managing Authority has asserted the repayment claim and notify every PP of the amount repayable. Alternatively and when possible, the repayment amount will be calculated against the next payment of the Managing Authority to the LP or, where applicable, remaining payments can be suspended. In case repayment is deemed as necessary, this repayment is due within three months following the date of the letter by which the Managing Authority asserts the repayment claim to the LP. The LP shall be entitled to set an internal deadline in order to meet the Managing Authority request. The amount repayable shall be subject to interest according to § 10.3 of the Subsidy Contract; further provisions of the Subsidy Contract shall apply by analogy.
2. In case that no PP can be held responsible for the request for repayment, and if the project Steering Committee's proposal to distribute the repayment of subsidy among the partners is rejected, the amount requested shall be apportioned between all PPs pro rata to their project share (i.e.: the amount of ERDF they have been granted according to the approved application form).
3. Bank charges incurred by the repayment of amounts due to the Managing Authority via the LP shall be borne entirely by the concerned partner.

§ 20

Ownership - Use of outputs

1. Ownership, title and industrial and intellectual property rights in the results of the project and the reports and other documents relating to it shall, depending on the applicable national law, vest in the LP and/or its PPs.
2. All project outcomes and results shall be the joint property of all project participants. Consequently, each project participant shall grant a simple, non-exclusive right of use of any produced work of authorship to all other project participants.
3. The project participants take note of the fact that the results of the project, especially any study or analysis produced in the course of the project, shall be made available to the public whereby the appropriate way of publication will be laid down in the

programme implementation handbook. Moreover, the project participants shall play an active role in any action organised by the programme to disseminate and capitalise on these results.

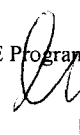
4. The project participants shall implement the information and publicity measures in accordance with the provisions of the EU-structural funds regulations, the programme implementation handbook and the project application form. These activities shall be coordinated by the LP.
5. Provisions applying shall be in line with § 25 of this Agreement.
6. Outputs as covered within the meaning of Art. 57 of (EC) Regulation No 1083/2006 cannot be transferred within the period set by this Regulation.
7. The LP and PPs ensure that the project outputs are available for the Managing Authority for further spreading and for making them available to the public.


§ 21 Revenues

1. In case of earnings generated during the project implementation through the sales of products and merchandise participation fees or any other provision of services against payment must be deducted from the amount of costs incurred by the project. This deduction will be made in full or pro-rata depending on whether it was generated entirely or partly by the co-financed project.
2. Should the project be identified as revenue-generating in accordance with the definition provided in Article 55 (1) of Regulation (EC) No 1083/2006, the Managing Authority is entitled to deduct from the final request for payment the estimated net revenue that may be generated by the project.
3. In order to define the amount to be deducted, the Managing Authority shall take into account the criteria listed in Article 55 (2) and (3) of the aforementioned Regulation.
4. Where, at the latest three years after the closure of the programme, it is established that a project has generated revenue that has not been taken into account, such revenue should - in line with Art 55 (4) of the aforementioned regulation - be refunded to the general budget of the European Union in proportion to the contribution from the funds.
5. In order to comply with § 21 of this Agreement, each PP shall communicate to the LP the correct amount of generated revenue.

§ 22 Confidentiality

1. Although the nature of the implementation of the project is public, information exchanged in the context of its implementation between the LP and the PPs, the PPs themselves or the MA/JTS shall be confidential.



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2. The LP and the PPs commit to taking measures to ensure that all staff members carrying out the work respect the confidential nature of this information, and do not disseminate it, pass it on to third parties or use it without prior written consent of the LP and the PP institution that provided the information.

§ 23

Disputes between partners

1. In case of dispute between the LP and its PPs or among PPs, presumption of good faith from all parties will be privileged.
2. Should a dispute arise between the LP and its PPs or among PPs of the project, the affected parties will endeavour to find a solution on an amicable way. Disputes will be referred to the Steering Committee in order to reach a settlement.
3. The LP will inform the other PPs and may, on its own initiative or upon request of a PP, ask the MA via the JTS for advice.
4. Should a compromise through mediation of the Steering Committee not be possible, MONITORING COMMITTEE members of the country of the PPs affected can be involved.

§ 24

Working languages

1. The working language of the partnership shall be English.
2. Any official internal document of the project and all communication to the MA/JTS shall be made available in English.
3. 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.

§ 25

Applicable law

1. This Agreement is governed by and construed in accordance with law of the Federal Republic of Austria.

§ 26

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. Any default of a product or service or delays in making them available for the purpose of performing this contract and affecting the project performance, including, for instance, anomalies in the functioning or performance of product or services, labour disputes, strikes or financial difficulties do not constitute force majeure.

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

§ 27

Ineffective Provision

1. 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.
2. In case of matters that are not ruled by this Agreement, the parties agree to find a joint solution.

§ 28

Amendment of the Agreement

1. This Agreement shall only be amended in writing by means of an amendment to that effect signed by all parties involved.
2. The LP and the PPs ensure that in case of modification of provisions mentioned in §1 of the Subsidy Contract, updated rights and obligations derived thereof shall apply.

§ 29

Lapse of time

1. Legal proceedings concerning any issue ensuing from this Agreement may not be lodged before the courts more than three years after the claim was constituted unless the chosen applicable law as in § 24 of this Agreement states differently.

§ 30

Concluding provisions

1. The present Agreement must be signed by the LP and PPs and be submitted together with the Start-up report within 3 months after the signature of the Subsidy Contract between MA and LP.
2. 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.
3. Two copies will be made of this Agreement, of which each party keeps one.

4. The present agreement is a bilateral agreement. One Partnership Agreement is concluded between the Lead Partner and each project partner. The contents of all Partnership Agreements between the Lead Partner and each Project Partner are identical. Each agreement is signed by the LP and the respective partner and is submitted together with the Start-up report within 3 months after the signature of the Subsidy Contract between MA and LP.

**§ 31
Domicile**

1. To the effect of this Agreement, the PPs shall irrevocably choose domicile at the address stated in Section 4 of the Application Form (Annex 1 to this Agreement) where any official notifications can be lawfully served.
2. Any change of domicile shall be forwarded to the LP within 15 days following the change of address by registered mail.

Drawn up at Vienna, Austria

Lead partner (Central Institute for Meteorology and Geodynamics)

Signature	Date	Place
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Partner 6 (Regional Agency for Environmental Protection)

Signature	Date	Place
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Annexes:

- **Annex I:** the latest approved version of the application form including the fulfilment of conditions approved by the Monitoring Committee on 13 November 2009 in Budapest (Hungary) including enclosures
- **Annex II:** the Subsidy Contract between the Managing Authority and the Lead Partner;
- **Annex III:** detailed work plan and timetable of activities per project partner;
- **Annex IV:** partner's budget split per work package, budget line and reporting period;
- **Annex V:** where applicable, method for calculation of sharing common costs and split of the shared common costs per partner, per work package and per budget line.

The following documents, which are an integral part of this Agreement, can be downloaded from the programme's web page: www.central2013.eu:

- Control and Audit Guidelines;
- Application manual⁵;
- Implementation manual;
- EC Regulations.

⁵ The specific Manual of the application round in which the project has been approved applies.

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