



IL DIRETTORE

Autorità di Gestione "Programma Interreg I.P.A. CBC ITALIA – ALBANIA – MONTENEGRO 2014/2020"

ATTO DIRIGENZIALE

N. 60 del 31/07/2020

del Registro delle Determinazioni

Codice CIFRA: 002/DIR/2020/00060

OGGETTO: CUP B91H16000050006 "Programma Interreg I.P.A. CBC ITALIA/ALBANIA/MONTENEGRO" 2014/2020 - "Targeted Call for Projects Proposals" – Presa d'atto decisioni del Comitato di Sorveglianza (JMC) con la 20° procedura scritta. Approvazione schema contrattuale del Subsidy Contract e del Partnership Agreement.

L'Autorità di Gestione del Programma
Interreg IPA CBC ITALIA-ALBANIA-MONTENEGRO

Visti

- gli artt. 4 e 16 del D. Lgs. 165/01;
- il DPGR 443/2015 e s.m. e i., di approvazione dell'Atto di Alta Organizzazione della Regione Puglia, denominato "Modello Ambidestro per l'innovazione della macchina Amministrativa regionale – MAIA";
- la DGR 1741 del 12/10/2015 di "Nomina Direttore del Dipartimento Sviluppo economico, innovazione, istruzione, formazione e lavoro;
- le Deliberazioni G.R. n. 163 del 22/06/2016 e n. 992 del 20 giugno 2017, con le quali è stato conferito al dott. Ing. Domenico Laforgia l'incarico di Autorità di Gestione del *Programma Interreg I.P.A. c.b.c. ITALIA/ALBANIA/MONTENEGRO 2014/2020*;
- la deliberazione G.R. n. 992 del 20/06/2017 con cui si sono dati indirizzi organizzativi sulla governance del programma, nonché la determinazione Dirigenziale n. 65 del 26/09/2017 con cui si esplicitava l'organizzazione della struttura dell'Autorità di Gestione;
- la deliberazione G.R. n. 2197 del 12/12/2017 con cui si designavano le Autorità del Programma ai sensi dell'art. 36 Reg. Att. della CE (UE) N. 447/2014;
- la deliberazione C.I.P.E. n. 10/2015;
- la DGR n. 724 del 18/04/2019, "Programma di cooperazione Interreg IPA CBC Italia-Albania-Montenegro –Variazione di Bilancio";
- la L.R. 30 dicembre 2019, n.55 "Disposizioni per la formazione del bilancio di previsione 2020 e bilancio pluriennale 2020-2022 della Regione Puglia (Legge di stabilità regionale 2020)";
- la L.R. 30 dicembre 2019, n.56 "Bilancio di previsione della Regione Puglia per l'esercizio finanziario 2020 e bilancio pluriennale 2020-2022";
- D.G.R. n. 55 del 21/01/2020 di approvazione del Documento tecnico di accompagnamento al bilancio di previsione e del bilancio finanziario gestionale 2020/2022.
- l'art. 18 del D.Lgs 196/03 "Codice in materia di protezione dei dati personali" integrato con le modifiche introdotte dal D. Lgs. 101/2018 per l'adeguamento della normativa nazionale alle disposizioni del Regolamento (UE) 2016/679 (RGPD);
- gli artt. 20 e 21 del Codice dell'Amministrazione Digitale (CAD), di cui al D.Lgs n. 82/2005, come modificato dal D.lgs 13 dicembre 2017 n. 217;



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- la nota AOO_022-569 del 24 marzo 2020 e la successiva AOO_022-652 del 31 marzo, con le quali il Segretario Generale della Giunta Regionale ha trasmesso le "Linee guida per la gestione degli Atti Dirigenziali come documenti originali informatici con il sistema CIFRA1" e la versione aggiornata 9.1 del 25 marzo.

Viste:

- la decisione C(2015) 9491 del 15/12/2015 – CCI 2014 TC16I15 CB 008 - della Commissione Europea, nonché la decisione C(2017)7832 del 17/11/2017, con cui la Commissione Europea approvava le modifiche del programma;
- le disposizioni di cui al Regolamento di Esecuzione della Commissione (UE) N. 447/2014, che richiama i Regolamenti (UE) N. 1299/2013 e N. 1303/2013;
- la DGR 2180/2013 modificata e integrata con atto Deliberativo 2394/2015 con cui la Giunta ha preso atto dell'adozione – da parte della Commissione U.E. – della Decisione di approvazione del Programma Interreg IPA CBC Italia-Albania-Montenegro C(2015) 9491.

Sulla base dell'istruttoria espletata dal funzionario istruttore, emerge quanto segue.

Premesso che:

- con il provvedimento dirigenziale n. 24 del 20/03/2019, l'Autorità di Gestione del Programma (AdG) ha approvato il Bando "*Targeted Call for Projects Proposals*", pubblicato nel Bollettino Ufficiale n. 38 del 04/04/2019, con scadenza alle ore 11:59 del 60° giorno dalla data di pubblicazione sul BURP, scadenza prorogata dal Comitato di Sorveglianza del Programma (JMC) alla data del 20/06/2019 alle ore 11:59, su esplicita richiesta delle delegazioni dei Paesi partner;
- con il provvedimento dirigenziale n. 61 del 31/05/2019, l'AdG ha, quindi, dato seguito alla decisione del JMC prorogando la scadenza del termine per la presentazione delle proposte al 20/06/2019 alle ore 11:59;
- alla data di scadenza sono pervenute 113 proposte progettuali, correttamente e completamente inserite nel sistema e-MS di gestione del Programma;
- il Segretariato Congiunto (JS) e i National Info Point (NIP) albanesi e montenegrini, sulla base della metodologia di valutazione approvata dal Comitato di Sorveglianza, hanno provveduto alla verifica dell'eleggibilità amministrativa delle proposte progettuali, riscontrando su un totale di 113 proposte pervenute, 30 proposte inficiate da errori amministrativi/documentali per le quali è stata richiesta la correzione e/o integrazione documentale, 20 proposte inficiate da errori gravi per le quali si è disposta l'esclusione e 63 proposte non inficiate da alcun errore;
- il 29/08/ 2019 con la 18ima procedura scritta il Comitato di Sorveglianza ha adottato la lista degli errori ammessi a correzione e di quelli comportanti l'esclusione;
- l'AdG con A.D. n. 88 del 02/10/2019 ha preso atto della metodologia di valutazione approvata dal Comitato di Sorveglianza nelle procedure scritte del 05/07/2017 e del 23/10/2018, comprendente l'elenco e la tipologia degli errori relativi alla eleggibilità amministrativa, nonché delle risultanze istruttorie relative al controllo di eleggibilità amministrativa, escludendo le 20 proposte inficiate da errori gravi e determinando di procedere all'integrazione e/o correzione delle 30 proposte inficiate da errori minori;
- a seguito delle richieste di correzione e/o integrazione, notificate a ciascuno dei soggetti interessati, il Segretariato Congiunto, coadiuvato dai NIP albanesi e montenegrini, ha proceduto ad esperire istruttoria sulla ulteriore produzione documentale e amministrativa pervenuta dagli interessati. La procedura si è conclusa positivamente per tutte le 30 proposte che sono state, pertanto, ammesse alla fase di valutazione qualitativa;



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- l'AdG, facendo proprie le conclusioni dell'istruttoria, ha rinviato la decisione definitiva sull'elenco delle proposte ammesse alla fase di valutazione qualitativa al Comitato di Sorveglianza che, riunito a Tivat (Montenegro) il 18-19 dicembre 2019, ha preso atto delle risultanze istruttorie e, sulla base della 18° procedura scritta, ha approvato l'elenco definitivo delle proposte progettuali ammesse alla fase di valutazione qualitativa.

Considerato che:

- il Segretariato Congiunto, coadiuvato dai NIP albanesi e montenegrini, per la parte tecnica, e il Comitato Congiunto di Direzione (JSC-Joint Steering Committee costituito dal JMC ai sensi dell'art. 39 del Regolamento UE 447/2014), riunitosi a Roma presso l'Agenzia per la Coesione Territoriale in data 25/11/2019, per la parte relativa alla rilevanza dell'impatto territoriale, conformemente alla metodologia di valutazione del Programma, hanno proceduto alla valutazione di complessive n. 93 proposte progettuali, le cui risultanze sono state trasmesse al JMC;
- il JMC, nella seduta del 18-19 dicembre 2019, ha approvato la graduatoria di merito delle proposte progettuali a valere sulla *Targeted Call for Projects Proposals* e, inoltre, ha deciso di procedere ad una ulteriore fase di ottimizzazione, controllo delle attività e riduzione del budget di progetto conferendo espresso mandato al AdG/Segretariato Congiunto di negoziare direttamente con i beneficiari la suddetta ottimizzazione e riduzione del budget. Il JMC ha determinato, altresì, che il recupero delle risorse derivanti dalla rimodulazione dei budget di progetto sarà destinato al finanziamento delle proposte utilmente posizionate in graduatoria, a scorrimento fino all'esaurimento delle risorse a disposizione;
- con A.D. n. 8 del 29/01/2020, l'Autorità di Gestione ha preso atto della valutazione qualitativa delle proposte progettuali e di quanto deliberato dal JMS nella seduta del 18-19 dicembre 2019 e ha disposto la pubblicazione delle graduatorie di merito delle proposte per Assi prioritari;
- i negoziati programmati a seguito della decisione del JMC del 18-19 dicembre 2019 sono stati utilmente conclusi dal Segretariato Congiunto nei mesi di Febbraio e Marzo 2020, generando una rimodulazione delle attività e una ottimizzazione e riduzione dei budget delle proposte progettuali;
- con la 20ma procedura scritta, conclusa il 23 giugno 2020, il JMC ha preso atto degli esiti dei negoziati di ottimizzazione e riduzione del budget dei progetti svolti tra AdG e i beneficiari in conformità con le condizioni poste per i primi progetti in graduatoria, così come approvati dallo stesso JMC il 18-19 dicembre 2019 a Tivat (Montenegro), e ha approvato il budget finale dei primi progetti posti in graduatoria, suddivisi per Assi Prioritari, come specificato nell'Allegato A (*Final budget for projects at the top of the ranking list of the targeted call*);

Si ritiene, pertanto,

- di prendere atto del deliberato del JMC con la 20ma procedura scritta, conclusa il 23 giugno 2020, in merito agli esiti dei negoziati di ottimizzazione e riduzione del budget dei progetti e all'approvazione dei primi progetti posti in graduatoria, suddivisi per Assi Prioritari, come specificato nell'Allegato A (*Final budget for projects at the top of the ranking list of the targeted call*), parte integrante e sostanziale del presente atto;
- di approvare sia gli schemi di Subsidy Contract (*Contratto di Sovvenzione da sottoscrivere tra Autorità di Gestione e Lead Partner di Progetto*), di cui all'Allegato B1 (Targeted SMALL) e all'Allegato B2 (Targeted NORMAL), sia gli schemi di Partnership Agreement (*Contratto di Partenariato da sottoscrivere tra Lead Partner e Partner di Progetto*), di cui all'Allegato C1 (Targeted SMALL) e all'Allegato C2 (Targeted NORMAL), parti integranti e sostanziali del presente atto.



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VERIFICA AI SENSI DEL REGOLAMENTO (UE) n. 679/2016

Garanzie della riservatezza

La pubblicazione del presente atto all'Albo, salve le garanzie previste dalla legge 241/1990 in tema di accesso ai documenti amministrativi, avviene nel rispetto della tutela della riservatezza ai cittadini, secondo quanto disposto dal Regolamento UE n. 679/2016 in materia di protezione dei dati personali, nonché dal D.Lgs. n.196/2003 e dal D.Lgs. n.101/2018 e s.m.i., ed ai sensi del vigente Regolamento Regionale n.5/2006 per il trattamento dei dati sensibili e giudiziari, in quanto applicabile. Ai fini della pubblicità legale, l'atto destinato alla pubblicazione è redatto in modo da evitare la diffusione di dati personali identificativi non necessari ovvero il riferimento a dati sensibili; qualora tali dati fossero indispensabili per l'adozione dell'atto, essi sono trasferiti in documenti separati, esplicitamente richiamati.

ADEMPIMENTI CONTABILI DI CUI AL D.LGS 118/2011 E SS.MM.II.

La presente determinazione non comporta implicazioni di natura finanziaria sia di entrata che di spesa e dalla stessa non deriva alcun onere a carico del bilancio regionale.

L'Autorità di Gestione del Programma Interreg IPA CBC Italia Albania Montenegro

Ritenuto di dover provvedere in merito,

DETERMINA

- di prendere atto di quanto espresso in narrativa e che qui si intende integralmente riportato;
- di prendere atto delle decisioni assunte dal Comitato di Sorveglianza del Programma (JMC) con la 20ma procedura scritta, conclusa il 23 giugno 2020, in merito agli esiti dei negoziati di ottimizzazione e riduzione del budget dei progetti e all'approvazione dei primi progetti posti in graduatoria, suddivisi per Assi Prioritari, come specificato nell'Allegato A (*Final budget for projects at the top of the ranking list of the targeted call*), parte integrante e sostanziale del presente atto;
- di dare atto che il JMS ha determinato, altresì, che il recupero delle risorse derivanti dalla rimodulazione dei budget di progetto sarà destinato al finanziamento delle proposte utilmente posizionate in graduatoria, a scorrimento fino all'esaurimento delle risorse a disposizione;
- di approvare sia gli schemi di Subsidy Contract (*Contratto di Sovvenzione da sottoscrivere tra Autorità di Gestione e Lead Partner di Progetto*), di cui all'Allegato B1 (Targeted SMALL) e all'Allegato B2 (Targeted NORMAL), sia gli schemi di Partnership Agreement (*Contratto di Partenariato da sottoscrivere tra Lead Partner e Partner di Progetto*), di cui all'Allegato C1 (Targeted SMALL) e all'Allegato C2 (Targeted NORMAL), parti integranti e sostanziali del presente atto;
- di dare atto che l'Autorità di Gestione procederà alla sottoscrizione dei Subsidy Contracts con ciascuno dei Lead Partner di progetto;
- di pubblicare il presente provvedimento nel BURP.

Il presente provvedimento:

1. rientra nelle funzioni amministrative delegate;
2. è immediatamente esecutivo;



**REGIONE
PUGLIA**

**DIPARTIMENTO DIPARTIMENTO SVILUPPO ECONOMICO,
INNOVAZIONE, ISTRUZIONE, FORMAZIONE E LAVORO**

IL DIRETTORE

Autorità di Gestione "Programma Interreg I.P.A. CBC ITALIA – ALBANIA –
MONTENEGRO 2014/2020"

3. sarà disponibile nel portale istituzionale della Regione Puglia: www.regione.puglia.it, nonché nel portale del programma www.italy-albania-montenegro.eu

L'Autorità di Gestione del Programma

Interreg IPA CBC ITALIA-ALBANIA-MONTENEGRO

Direttore del Dipartimento

(prof. ing. Domenico Laforgia)

La sottoscritta attesta che il presente procedimento istruttorio affidato è stato espletato nel rispetto delle norme vigenti e che il presente schema di determinazione è conforme alle risultanze istruttorie

PO "Coordinamento amministrativo e contabile Interreg
IPA CBC Italia-Albania-Montenegro. Responsabile degli Assi"
Stefania De Pascalis

ALLEGATO A – Final budget for projects at the top of the ranking list of the targeted call

Priority axis No.	Total budget call (IPA + Cofin)	P.A.	Budget after negotiations
1	100.000,00	1 COMPETITIVENESS - S.O. 1.1	91.000,00
2	3.348.063,90	2 TOURISM / CULTURE - S.O. 2.1 / 2.2	3.346.313,98
3	5.402.034,63	3 ENVIRONMENT - S.O. 3.2	5.264.265,19
4	4.731.981,67	4 TRANSPORT - S.O. 4.1	4.533.162,04
TOTAL	13.582.080,20		13.234.741,21

No.	Acronym	Lead Partner	S.O.	Budget (IPA+Cofin)
No. 376	LONETA	Euro-Mediterranean Center on Climate Change Foundation	1.1 s	91.000,00
TOTAL BUDGET P.A. 1 COMPETITIVENESS				91.000,00
No. 377	INTERFIDE-CR	Cultural Association VIZart	2.1	684.800,00
No. 438	BioTourS	Jonian Dolphin Conservation	2.1	722.500,00
No. 405	EXTRA	MANAGEMENT CONSORTIUM OF TORRE GUACETO	2.1 s	87.000,00
No. 416	CAVES	Martinese Speleological Group	2.1 s	54.000,00
No. 472	CASTER	Municipality of Santeramo in Colle	2.1 s	95.000,00
No. 478	ROOTS	PRO LOCO TRIGGIANO ASSOCIATION	2.1 s	70.000,00
No. 499	EXCELLENT	Municipality of Brindisi	2.1 s	55.000,00
No. 532	FRIENDS4FAM	Region Council of Vlora	2.1 s	67.000,00
No. 448	EArPieCe	DHITECH HIGH TECHNOLOGICAL DISTRICT	2.2	721.820,00
No. 493	AIDA	Koreja Cooperative Society Social Enterprise	2.2	722.193,98
No. 481	NetFolk	"Rhymers' Club" association	2.2 s	34.000,00
No. 482	REMOTE	KOREJA COOPERATIVE SOCIETY SOCIAL ENTERPRISE	2.2 s	33.000,00
TOTAL BUDGET P.A. 2 TOURISM/CULTURE				3.346.313,98
No. 397	ADRIA_Alliance	Union of Municipalities of Grecia Salentina	3.2	684.874,75
No. 413	LEC	Municipality of Tuzi	3.2	717.904,35
No. 419	AWeS0Me	CONFIMIALBANIA	3.2	706.936,09
No. 420	CO-CLEAN	Municipality of Brindisi	3.2	693.350,00
No. 436	REEHUB PLUS	Barleti Institute for Research and Development	3.2	718.200,00
No. 437	SMARTPORT	PORT NETWORK AUTHORITY OF THE IONIAN SEA – PORT OF	3.2	722.500,00
No. 475	EFFECTS	MUNICIPALITY OF BARLETTA	3.2	722.500,00
No. 384	ENEA	Ce.F.A.S. - Training and High Specialization Center	3.2 s	94.000,00
No. 446	DE-RESS	National Energy Technological District Scarl	3.2 s	55.000,00
No. 462	SESC	University "Ismail Qemali" Vlore	3.2 s	94.000,00
No. 537	Re-sources	CONSORTIUM OF INDUSTRIAL DEVELOPMENT AREA OF BRIN	3.2 s	55.000,00
TOTAL BUDGET P.A. 3 ENERGY EFFICIENCY				5.264.265,19
No. 365	ISACC	Technical Institute Foundation for higher education on mobility	4.1	996.997,04
No. 465	CRISIS	Municipality of Molfetta	4.1	1.075.130,00
No. 474	SuMo	Public Transport Company Brindisi S.p.A.	4.1	1.079.535,00
No. 522	EFINTIS	Port of Bar Holding Company	4.1	1.075.500,00
No. 496	PORTS 4.0	Technical Institute Foundation for higher education on mobility	4.1 s	94.000,00
No. 510	SkEye	Aerospace Technological Cluster	4.1 s	93.000,00
No. 529	ECSYT	National Confederation of Crafts and Small and Medium Enterp	4.1 s	70.000,00
No. 540	TRADAM	University of Salento	4.1 s	49.000,00
TOTAL BUDGET P.A. 4 TRANSPORT				4.533.162,04

Interreg - IPA CBC

Italy - Albania - Montenegro



ALLEGATO B1

SUBSIDY CONTRACT

In Bari, ITALY, at Corso Sonnino, 177, today

Between

Regione Puglia
Dipartimento Sviluppo Economico Innovazione Istruzione Formazione e Lavoro
Corso Sonnino, 177
70121 Bari
Italy
legally represented by its Director
acting as Managing Authority of the Interreg IPA CBC Italy – Albania – Montenegro Programme 2014/2020
- hereinafter referred to as Managing Authority (**MA**)

and

«Name of the Lead Partner (original language) »
«Department/Office»
«Address»
legally represented by «Legal Representative»
acting as lead beneficiary, as defined in Article 13 (2) of Regulation (EU) 1299/2013
- hereinafter referred to as Lead Partner (**LP**)

is concluded on the basis of the rules and documents as specified in the framework of the regulations and provisions of this contract and lays down the implementing arrangements for the project

/No. SMALL / Targeted Call for Project Proposals
(project acronym / ref. Number)

herein referred to as the “Parties”

With regard to the framework of the regulations and provisions hereunder:

1. Regulation (EU) No 231/2014 of the European Parliament and of the Council of 11 March 2014 establishing an Instrument for Pre-accession Assistance (IPA II) hereinafter referred to as IPA II Regulation

PROJECT [REDACTED] /No. [REDACTED] SMALL /Targeted Call for Projects Proposals

2. Commission Implementing Regulation (EU) No 447/2014 of 2 May 2014 on the specific rules for implementing Regulation (EU) No 231/2014 of the European Parliament and of the Council establishing an Instrument for Pre-accession assistance (IPA II)
3. Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 on common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and on general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006
4. Regulation (EU) No 1301/2013 of the European Parliament and of the Council of 17 December 2013 on the European Regional Development Fund and on specific provisions concerning the Investment for growth and jobs goal and repealing Regulation (EC) No 1080/2006
5. Regulation (EU) No 1299/2013 of the European Parliament and of the Council of 17 December 2013 on specific provisions for the support from the European Regional Development Fund to the European territorial cooperation goal
6. Regulation (EU, Euratom) No 1046/2018 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 966/2012
7. Regulation (EU) No 1302/2013 of the European Parliament and of the Council of 17 December 2013 amending Regulation (EC) No 1082/2006 on a European grouping of territorial cooperation (EGTC) as regards the clarification, simplification and improvement of the establishment and functioning of such groupings
8. Regulation (EU) No 1407/2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to *de minimis* aid
9. Commission Delegated Regulation (EU) No 481/2014 of 4 March 2014 supplementing Regulation No 1299/2013 of the European Parliament and of the Council with regard to specific rules on eligibility of expenditure for cooperation Programmes
10. Rules on procurement as set in Chapter 1 of Title VII of Regulation (EU, Euratom) No 1046/2018 and of Chapter 3 of Title II of Part Two of Delegated Regulation (EU) No 1268/2012. Additionally, for Italian partners: Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC; Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC; Directive 2014/23/EU of the European Parliament and of the Council of 26 February 2014 on the award of concession contracts, as well as the applicable national legislation. Additionally, for Montenegrin and Albanian partners: The respective financial agreements, the applicable national legislation, as well as the practical guide (PRAG) on public procurements.

PROJECT /No. **SMALL /Targeted Call for Projects Proposals**

11. Regulation (EU) No 236/2014 of the European Parliament and of the Council of 11 March 2014 laying down common rules and procedures for the implementation of the Union's instruments for financing external action
12. Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 1046/2018 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union
13. The Commission Implementing Decisions C(2015) 9491 and C(2016) 2803 adopting the Programme Interreg IPA CBC Italy-Albania-Montenegro CCI 2014TC16I5CB008 (hereafter referred to as the Programme)
14. The respective financing agreements for Albania and Montenegro;
15. The relevant provisions of the Targeted Call for Project Proposals issued by the Managing Authority Regione Puglia on 4 April 2019, and notably of the Annex 1 Small Scale Projects
16. The funding decision on 18 December 2019 of the Joint Monitoring Committee (Annex 1) and the approved Application Form (Annex 2)
17. All Manuals, Guidelines and any other documents relevant for project implementation (e.g. Programme Manual) in their latest version as published on the programme website or handed over to the LP directly during the project implementation
18. The laws of the Republic of Italy as applicable law to this contractual relationship

In case of amendment of the above-mentioned legal norms and documents, and any other documents of relevance for the contractual relationship (e.g. application form) the latest version shall apply.

have agreed and accepted the following provisions:

Article 1: AWARD OF SUBSIDY

1. Based on the application of the LP in its latest version and the supplementing/amending documents in their latest version (altogether hereinafter referred to as "application documents"), in accordance with the decision of the Joint Monitoring Committee of the Programme (hereinafter referred to as JMC), dated 18 December 2019 (and possible amending decisions) an earmarked subsidy is awarded to the LP for the project /No. SMALL/ Targeted Call for Project Proposals, from funds of the Interreg IPA CBC Italy – Albania – Montenegro Programme 2014/2020.

Maximum IPA amount of funding awarded	 Euro (€)
Approved Partners' co-financing	 Euro (€)
Approved project budget	 Euro (€)

PROJECT /No. SMALL /Targeted Call for Projects Proposals

Grant rate of the funding	85%
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2. Grant rate of the funding is understood as being a lump sum, pursuant to art. 67 of the CPR Regulation (EU) No. 1303/2013, including the percentage rate which results from dividing the funding awarded from the Programme (IPA funding) by the Interreg IPA CBC Italy – Albania – Montenegro Programme 2014/2020 budget of the project (IPA funding + national co-financing both public or private co-financing). The grant rate can change in the course of the implementation of the project. However, the maximum amount of IPA contribution as approved by the JMC cannot be exceeded.

The grant rate for the project is up to 85% of the eligible costs for partners located in the eligible Countries and Territories of Programme.

Pre-financing (where applicable)

3. Whereas requested, the LP shall receive a pre-financing amount of 30% of IPA contribution by signature of the present subsidy contract and the pre-financing amount shall be transferred upon payment and without delay to the project partners pro quota regarding their respective budget. The pre-financing shall be offset with the final payment to the LP.

Article 2: TERMS OF FUNDING

1. The subsidy is awarded exclusively for the project as it is described in the latest version of the application documents in accordance with the conditions set out by the JMC. The application form and its annexes as approved by the JMC form an integral part of this contract.

2. Disbursement of the subsidy is subject to the condition that the European Commission makes the funds available to the extent described above and that all applicable EU and national rules are observed by the Partnership. In case of non-availability of funds, the MA cannot be deemed responsible for late or missing payments.

3. If the European Commission fails to make the funds available due to reasons that are outside of the sphere of influence of the Programme, the MA is entitled to terminate this contract and any claim by the LP or the PPs against the MA for whatever reason is excluded. In such a case, the LP will be duly notified by the MA and guided on the respective steps to be taken.

4. The LP accepts the subsidy and undertakes to carry out the project under its own responsibility as laid out in the European Structural and Investment Funds Regulations, the respective financing agreements for Albania and Montenegro, delegated and implementing acts or the programme rules based thereon.

5. Should it become evident that the project will not spend the maximum amount of IPA-co-financing awarded to it by the JMC, the JMC may decide to reduce the award accordingly following the procedure as specified in the Programme Manual.

6. Disbursement of the subsidy is subject to the condition that this subsidy contract is signed by the parties to this contract.

7. In case one or more output and result targets, as set in the latest approved version of the application form, are not successfully reached, corrective measures may be put in place to ensure the project performance as well as to minimise the impact at programme level (e.g. adaptation of the project to the changed situation) following the procedures specified in the Programme Manual.

8. In case a project fails to respect the contractual arrangements on timeliness, budget absorption and achievement of outputs and results, as defined in the latest approved version of the application form, the

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programme may also reduce the IPA allocated to the project or, if necessary, stop the project by terminating the subsidy contract.

9. The national co-financing of Italian public bodies is regulated separately from this contract.

Article 3: DURATION OF THE PROJECT AND OF THE CONTRACT

1. The project has a duration of [REDACTED] months starting from [REDACTED].
2. Specifications on project closure are laid out in the Programme Manual.
3. Without prejudice to the provision concerning the implementation of the project, this contract expires in accordance with obligations on availability of documents as defined in Article 140 of Regulation (EU) No 1303/2013 and the Programme Manual.

Article 4: ELEGIBILITY OF COSTS. LUMP SUMS.

1. The grant shall exclusively take the form of reimbursement of eligible costs declared by beneficiaries on the basis of lump sum, according to the Art. 67 p.1(c) of Regulation (EU) No 1303/2013.

As defined in the relevant provisions of the Targeted Call for Project Proposals, the awarded grant can use lump sum for three typologies of actions:

1. Preparation cost;
2. Workshop, seminars and conferences;
3. Incoming missions & B2B meetings.

Article 5: REQUEST FOR PAYMENTS AND PAYING OUT OF THE SUBSIDY

1. The LP may only request payments of the IPA contribution on behalf of the project by providing proof of progress of the project towards the achievement of the outputs and results as set in the approved application form, in compliance with the principle of sound project management. To this purpose the LP has to present periodic joint progress reports (JPR) and a final joint progress report to the Joint Secretariat (JS) and MA via the eMS platform as described in § 6 of this contract and the Programme Manual.

2. In addition to the pre-financing set in § 1 of this contract, an interim and a final payment shall be released after the achievement of following fixed milestones:

- A. the first milestone is achieved upon the complete delivery of the first output or outputs planned, being workshops/seminars/conferences or Incoming missions & B2B meetings, completed at the end of a reporting period. The interim payment should be equal to the lump sum amounts corresponding to the delivered outputs;
- B. the final payment will be released after the achievement of the second and final milestone, which is the complete delivery of all planned outputs.

The output delivery is considered completed after the follow-up of the concerned activity linked to the relevant lump sum is concluded, including the provision of sufficient documentation related to the achievement of the activity expected results. If the output delivery is not completed, because the activity expected results have not been achieved, the related part of the interim or final payment may not be released. If there is a clear evidence that activity results are achieved only partially, the Managing

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Authority reserves the right to proportionally reduce the amount, upon consultation of the concerned partner.

3. Payment of lump sums claimed together with the above-mentioned reports is made subject to the provision that the payment of the amount is due according to the schedule as mentioned in § 6.1 of this document and that the European Commission has paid corresponding amounts beforehand.

4. Furthermore, payment of lump sums is subject to the condition that the regular delivery of activities declared can be sufficiently demonstrated as stipulated in the applicable European Regulations, Delegated and Implementing Acts or the Programme rules based thereon and that all supporting documents, related to the existence of the output, necessary for the assessment of the MA/JS are submitted in due time.

5. In compliance with Article 132 of Regulation (EU) 1303/2013, payments to the project can be suspended partially or in full in cases of suspicion of an irregularity or fraud. The MA or Certifying Authority (hereinafter referred to as CA) is entitled to withhold any payment to a particular beneficiary (LP or PPs) or the project as a whole until all unclear issues related to the implementation, management and reporting are clarified.

6. The MA, also through the JS, may request relevant information at any time. That information must be supplied by the LP within the demanded time frame. The LP will also provide information and/or requested documents to other programme authorities, courts of auditors or other control institutions acting within their respective sphere of responsibility.

7. In case of observations and/or reservations raised during the programme designation process as provided for in Art. 123 of Regulation (EU) No 1303/2013, delays in the said procedure, or in case of system errors detected within audits, the MA and CA also have the right to temporarily withhold payments. Payment suspension(s) shall be lifted as soon as observations and/or reservations raised by the relevant bodies have been withdrawn.

8. The MA ensures that the LP receives payments of the approved contribution from the programme in time and in full. No deduction, retention or further specific charges which would reduce the amount of the payment shall be made, without prejudice of provisions as above in this article.

9. The disbursement of funds is subject to the provision by the LP, in addition to what provided in § 5.2, of at least the following information: bank account of the LP, location of project documents at the premises of the LP and each PPs, evidence of the occurred signature of the partnership agreement (as set out in § 9 of this document).

10. The funds will be disbursed in Euro (EUR; €) only. The subsidy will be transferred to the account as indicated by the LP in the supplementary information section of the application form. Whenever possible, this account should be of specific project use.

11. By paying out the subsidy according to this contract the MA fulfils its obligations resulting from this contract.

12. In accordance with Article 13 (3) of Regulation (EU) No 1299/2013) the LP shall ensure that the PPs receive the total amount of their respective share of the IPA as quickly as possible and in full. No amount shall be deducted or withheld and no specific charge or other charge with equivalent effect shall be levied that would reduce that amount for the PPs.

13. Payments not requested in time and in full or not in compliance with the payment schedule as indicated in § 6.1 and the overview table of reporting targets and deadlines annexed to this contract may be lost.

Article 6: REPORTING AND MANAGEMENT VERIFICATIONS

1. In order to demonstrate the progress of the project implementation as described in § 5.1 of this document the LP has to submit periodic joint progress reports and a final report to the MA via eMS platform according to the timeframe indicated in the overview table of reporting targets and deadlines annexed to this contract. The LP shall agree with all Project Partners suitable deadlines for submission of partner reports and submission of the joint progress report within the deadlines set in this contract. Changes of these periods require prior approval of the MA. Further details on the reporting procedures are specified in the Programme Manual.
2. The objective of management verifications of the typologies of lump sums as mentioned in § 4 is to verify that the lump sum outputs/milestones of the projects occurred in reality and the related activities are effectively carried out and performed by the beneficiaries. Costs of the activities reported as a lump sum shall be eligible in the amount of the lump sum set out for the related activities and if the corresponding tasks or parts of the action have been properly implemented in accordance with applicable Application Form.
3. The LP and PPs accept the "Terms of service for the use of the Interreg IPA CBC Italy-Albania-System electronic Monitoring System (eMS)" in the current valid version published in the eMS platform.
4. The final report is to be sent to the MA via eMS at the latest four months after the project end date as mentioned in § 3 of this document and the overview table of reporting targets and deadlines annexed to this contract.
5. Further details on the contents of the reports and procedural rules of management verifications are laid out in the Programme Manual, the contents of which the LP accepts and contractually forwards to its PPs.

Article 7: CHANGES IN PROJECT

1. Changes in budget allocations, work packages and partner as well as changes in activities/outputs and project duration are allowed, accordingly to the relevant rules and procedures mentioned in the Programme Manual, as long as the maximum amount of funding awarded is not exceeded, if provisions related to State aid discipline are respected and if they follow the conditions and procedures as set out in the Programme Manual.

Any change in project duration up to six months shall be approved by the MA and above six months by the Joint Monitoring Committee.

Any change of the targets for the output indicators above 30% shall be approved by the MA.

2. In the application documents the contribution of the LP and each PP are clearly defined. Changes in the project partnership require the prior approval of the relevant programme bodies as outlined in the Programme Manual. However, once approved, they are valid retrospectively starting from the date when a written request was submitted to the JS.

Expenditures occurred for changes, which were not approved, are ineligible.

Article 8: REPRESENTATION OF PROJECT PARTNERS – LEAD PARTNER LIABILITY – PARTNERSHIP AGREEMENT

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1. "Project Partners" are the organizations listed as such in the latest approved version of the application form.
2. The LP guarantees that it is entitled to represent the Project Partners participating in the project and that it has established a partnership agreement according to Article 13 (2) of Regulation (EU) No 1299/20133, holding as a minimum content at least the rules as set in the template of partnership agreement provided by the Programme. The allocation of tasks, mutual responsibilities and obligations among the LP and the PPs are specified in this partnership agreement.
3. The LP guarantees that the partnership agreement as a whole provides also for a clear division, in line with the application documents, of the mutual responsibilities between all partners and of the obligation of each PP to assume responsibility in the event of any irregularity.
4. The signature of the partnership agreement shall be demonstrated at the latest within one month after the entering in to force of the subsidy contract as laid out in the Programme Manual. A copy of the signed partnership agreement shall be submitted to the MA at the latest with the first project report. The MA reserves the right to check the partnership agreement in order to verify that it has been signed and that it is in conformity with the minimum requirements as mentioned in § 8 (2) of this document.
5. The LP guarantees furthermore that it has complied with the legal framework according to this contract and with all the relevant legal and other requirements under the law which applies to it. The LP is obliged to contractually in its entirety to the PPs and to include all obligations as set out in this document into the partnership agreement.
6. The LP shall provide the PPs with all information and documents needed for a sound and legally correct project implementation including requirements related to communication and publicity.
7. In accordance with Article 13 (2) of Regulation (EU) No 1299/2013, the LP bears the overall financial and legal responsibility for the entire project and for the PPs. It will be held liable if obligations as laid out in this contract or in applicable European Union's or national laws are not fulfilled by the project partnership.
8. The LP is furthermore liable towards the MA for ensuring that all PPs fulfil their obligations. It is liable towards the MA for infringements by the PPs of obligations under this contract in the same way as for its own conduct.
9. If the MA demands repayment of subsidy funds in accordance with this contract, the LP is liable towards the MA for the total amount of those funds. The LP is entitled to ask repayment from its PPs as stipulated in Article 27 (2) of Regulation (EU) No 1299/2013, as well as to request the involvement of the authorities of the Country of the concerned PP, in case of repeatedly unsuccessful recovery, according to the procedure described in the Programme Manual.
10. The MA cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the LP or one of its PPs while the project is being carried out. The MA can therefore not accept any claim for compensation or increases in payment in connection with such damage or injury.
12. The LP shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the project is being carried out. The LP shall discharge the MA of all liability associated with any claim or action brought as a result of an infringement of rules or regulations by the LP or one of its PPs, or as a result of violation of a third party's rights.

Article 9: PROJECT AND FINANCIAL MANAGEMENT

1. The LP ensures a professional management of the project.
2. The LP lays down the arrangements for its relation with the other partners participating in the project in a partnership agreement as mentioned in § 8 of this contract.
3. The LP coordinates the start and implementation of the project according to the time schedule as indicated in this contract and the work plan included in the application form.
4. In line with Article 13 (2) c) and d) of Regulation (EU) No 1299/2013 the LP ensures that the activities reported by the PPs have been effectively carried out for the purpose of implementing the project and corresponds to the activities agreed between the LP and PPs as set out in the project application form.
5. The LP is responsible for ensuring the implementation of the entire project in observation of the rules and procedures set in the Programme Manual (e.g. with regard to monitoring the project physical progress, recording and storing of documents, written requests for project changes, implementation of information and publicity measures etc.) and for ensuring that the PPs are made aware of their obligations.
6. The LP informs the MA and JS immediately about all circumstances that delay, hinder or make impossible the realization of the project as well as all circumstances that mean a change of the disbursement conditions and frameworks as laid down in this contract (e.g. loss of a project partner, making use of additional subsidies) or circumstances which oblige the MA to reduce payment or demand repayment of the subsidy wholly or in part.
7. The LP provides the MA and JS with any information requested without delay.
8. The LP implements the project in accordance with European Union's and national legislation as well as in line with the programme requirements and ensures that also that the PPs respect these rules.
9. The LP provides data for the programme electronic monitoring system (e-MS) in compliance with this contract and according to the MA and JS instructions.
10. If possible, the LP submits with the respective progress report the main outputs and deliverables as stated in the application form and following the procedures set in the Programme Manual. One specimen of each developed material shall be stored at the LP's or PP's premises for control and audit purposes.
11. The LP seeks the guidance from the JS where necessary and participates in seminars organised by the programme.
12. The LP invites the MA/JS to participate in project meetings as an observer and sends minutes of these meetings to the MA/JS.
13. The LP supports the programme in its information, communication and evaluation activities (e.g. joins project exhibitions, submits texts for programme website and publications).
14. In the name of all PPs, the LP agrees, according to Regulation (EU) 679/2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data that the MA is entitled to use personal data, which are contained in the project application form and which are acquired in the organs and authorized representatives of the following bodies and authorities: national control bodies and bodies and authorities involved in audits carried out for the programme, European Commission, auditing bodies of the European Union and the Regione Puglia, or any other institution responsible for conducting audits or controls according to European Union's or national laws. In addition, the MA is entitled to use such data and to share them with other programmes in order to implement their tasks linked to European anti-corruption policy and to make such data available to bodies and authorities for evaluation and monitoring purposes.

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

16. In accordance with Articles 56 and 57 of Regulation (EU) 1303/2013 the LP and all PPs undertake to provide experts or bodies authorised by the Programme carrying out project evaluations and/or studies with any document or information requested for the evaluation purpose. Information might be provided by the LP and PPs also through surveys and/or interviews.

17. The LP ensures that, in case of aid granted under the de minimis regime, the LP and its PPs will respect all necessary requirements provided for in Regulation (EU) No 1407/2013 and will ensure their respect, when necessary, by those bodies benefitting of project activities/outputs. The LP is obliged to contractually forward this clause in its entirety to the PPs.

18. ***(Following paragraphs apply only to private LPs)*** As security for the requested pre-financing amount in connection with § 1.3 of this subsidy contract, the LP is obliged to provide a financial guarantee for the amount of total IPA pre-financing, as well as a guarantee provided by the concerned Ministry, as explained in the Programme Manual. The contract shall not come into force until the financial guarantee is notified to the Managing Authority. Pre-financing or other payments may be transferred to the Lead Partner by the Managing Authority only upon provision of the financial guarantee.

19. If for whatever reason the LP fails to report the pre-financing within the according timeframe and the overview table of reporting targets and deadlines annexed to this contract, the LP shall - in case the report cannot be approved at the latest 3 months before the Guarantee Termination Date - provide a new or extended guarantee for the same amount as in the initial guarantee for a period ending 6 months after the finalization of the approval process of the report. The MA will inform the LP about the new or extended period.

20. Similarly, the LP shall provide a new guarantee for the same amount if 3 months before the Guarantee Termination Date an audit in accordance with § 11 is still pending. The duration of this extended or new guarantee shall be reasonably determined by the MA on the basis of the expected duration of the audit plus a reasonable safety margin. If for whatever reason the audit should still be pending at the end of this extended period, the LP shall replace the guarantee with an extended guarantee accordingly.

21. In case of failure by the LP to comply with the obligation to provide an extended or new guarantee set out in the above paragraphs, the MA may in its sole discretion decide to fully or partially draw on the guarantee and request payment by the guarantor. The MA is as well entitled, in whole or in part, to terminate this contract and to demand repayment of subsidy (see § 17 of this contract).

Article 10: FINANCIAL CONTROL - AUDITS

1. The European Commission, the European Anti-Fraud Office (OLAF), the European Court of Auditors (ECA) and, within their responsibility, the auditing bodies of the participating countries or other national public auditing bodies as well as the Programme Audit Authority, the MA, the respective National Authorities in Albania and Montenegro, or CA and the JS are entitled to audit the proper use of funds by the LP or by its PPs or to arrange for such an audit to be carried out by authorised persons. The LP and PPs will be notified in due time about any audit to be carried out.

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2. The LP undertakes all the necessary actions to comply with the fundamental requirements indicated in this contract, the applicable laws and programme documents (Programme Manual), which are an integral part of this contract, to provide for comprehensive documentation on compliance with those norms and the accessibility to this documentation. Besides the obligations with regard to reporting and information the LP particularly:

- a) keeps all documents and data required for controls and audits safely and orderly as further specified in § 9 of this contract;
- b) makes all necessary arrangements to ensure that any audit, notified by a duly authorized institution as indicated in § 10.1 can be carried out smoothly and
- c) provides any requested information to these institutions about the project and gives access to their business premises, provides and gives access to all the information and documents as requested in the European Structural and Investment Funds Regulations, Delegated and Implementing Acts and the Programme Manual.

3. In case an audit or verification by the Audit Authority, the European Commission, the National and European Court of Auditors, or any other control set by the National legislations substantially detects a failure in the verification of the existence or completeness of the outputs delivered or an error in the calculation method applied by the MA for the lump sum, the MA reserves the right to require the LP and PPs additional documentation of the expenditures incurred, necessary to respond to the specific findings.

4. The LP shall promptly inform the JS about any audits that have been carried out by the bodies mentioned in § 10.1 of this contract.

5. If, as a result of the controls and audits any expenditure is considered not eligible according to the regulatory framework of this contract, the procedure described in § 11 and § 5 (4) of this contract shall apply.

Article 11: WITHDRAWAL OR RECOVERY OF UNDULY PAID-OUT FUNDS

1. In case the MA or CA discover (e.g. during the day-to-day management or during on-the spot checks) any unduly paid out funds, e.g. due to administrative errors or irregularities, a breach of contract or infringement of the legal provisions, or in case the MA is notified of such cases, the MA or CA shall, if necessary in consultation with the respective MS concerned and by informing the JMC, demand from the LP repayment of the subsidy in whole or in part.

2. The LP shall ensure that, if applicable, the concerned PP repays the LP any amounts unduly paid in accordance with the Partnership Agreement and the Programme Manual. The LP is entitled to request the involvement of the authorities of the Country of the concerned PP, in case of repeatedly unsuccessful recovery, according to the procedure described in the Programme Manual. The amount to be repaid can be withdrawn from the next payment to the LP or, where applicable, remaining payments can be suspended. In case of closed projects, the LP is obliged to transfer the unduly paid-out funds to the MA. The repayment amount is due within one month following the date of receiving the letter by which the MA asserts the repayment claim; the due date will be stated explicitly in the order for recovery. In case of e-mail correspondence, the relevant date shall be the date of sending the e-mail, regardless of the date of receiving any mails sent additionally in hardcopy version. If the letter is sent in a hardcopy version only, it is assumed that the mail is received three days after the date on which the mail was posted.

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3. Any delay in effecting repayment shall give rise to interest on account of late payment, starting on the due date and ending on the date of actual payment. The rate of the late interest applied to the amount to be recovered will be calculated in accordance with Article 147 of Regulation (EC) No 1303/2013.

4. In case factors behind the recovery procedure show violation of the Subsidy Contract (see § 17 of this contract) the MA will consider the termination of the contract as last resort. In any case the partnership will be heard before taking a final decision on the termination of the contract.

Article 12: PUBLICITY, COMMUNICATION AND BRANDING

1. Unless the MA requests otherwise, any notice or publication made by the project including presentations at conferences or seminars, shall point out that the present project was implemented through financial assistance from IPA funds of the Interreg IPA CBC Italy Albania Montenegro Programme as required by Annex XII to Regulation (EU) 1313/2013. All information, communication and branding measures of the project shall be carried out in accordance with the aforementioned rules, the latest version of the approved Application Form, the Programme Manual and any other guidelines issued by the programme on the matter. The LP shall take care that the PPs comply with these requirements and provide them with relevant documents and any programme guidelines.

2. Any notice or publication relating to the project made in any form and by any means, including the Internet, must state that it only reflects the author's view and that the programme authorities are not liable for any use that may be made of the information contained therein.

3. The LP also takes the full responsibility for the content of any notice, publication and marketing product provided to the MA which has been developed by the LP, any of the project partners or third parties on behalf of the LP or the project partners. The LP is liable in case a third-party claims compensation for damages (e.g. because of an infringement of intellectual property rights). The LP will indemnify the MA in case the MA suffers any damage because of the content of the publicity and information material.

4. The LP shall ensure that the project partnership complies with all publicity, communication and branding obligations (e.g. on the use of the programme logo, information requirements, organization of events etc.) as further specified in the Programme Manual, especially as for the use of Programme logos and programme website.

5. The Programme Authorities shall be authorized to publish, in any and by any means, the following information:

- a) the name of the LP and its partners
- b) contact data of project representatives
- c) the project name
- d) the summary of the project
- e) the objectives of the project and the subsidy
- f) the project start and end dates
- g) the IPA funding and the total eligible cost of the project
- h) the geographical location of the project partners
- i) Summary of the progress reports and final report
- j) whether and how the project has previously been publicised

6. The MA is entitled to furthermore use these data for information and communication purposes as listed in Annex XII of Regulation (EU) No 1303/2013.

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7. The MA on behalf of the JMC and of other programme promoters at national level is entitled to use the outputs of the project in order to guarantee a wide spreading of the project deliverables and outputs and to make them available to the public. The LP agrees that the outputs are forwarded by the MA to other programme authorities as well as the Participating Countries taking part in the programme to use this material to showcase how the subsidy is used.
8. For the purpose of meeting the objectives as set out in § 5 of this contract the LP has to provide evidence of the deliverables and outputs produced as further specified in the Programme Manual.
9. Any communication campaign, media appearance or other publicity of the project shall be communicated to the MA/JS for potential website updates or showcases.

Article 13: 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 and/or the Partnership Agreement, vest in the LP and/or its PPs. The partnership is entitled to establish the property rights of the products deriving from the project.
2. The ownership of outputs having the character of investments in infrastructure or productive investments realised within the project must remain with the concerned LP and/or PPs according to the timeframe as well as under the conditions set in Article 71 of Regulation (EU) No 1303/2013. Should any of the conditions set by the mentioned Regulation not be met at a certain point of time, the MA/JS must be immediately informed by the concerned LP or PP. The MA will recover the unduly paid IPA contribution in proportion to the period for which the requirements have not been fulfilled.
3. The LP respects all applicable rules and the basic principles related to competition law as well as the principles of equal treatment and transparency within the meaning of the funding regulations and it ensures that no undue advantage, i.e. the granting of any advantage that would undermine the basic principles and political objectives of the funding regime, is given to anybody. Outputs and results, especially studies and analyses, produced during project implementation are made available to the general public free of charge and can be used by all interested persons and organizations in the same way and under the same conditions as by the LP or its PPs.
4. The MA reserves the right to use the outputs and results for information and communication actions in respect of the programme. In case there are pre-existing intellectual and industrial property rights which are made available to the project, these are fully respected.
5. Any income generated by the intellectual property rights must be managed in compliance with the applicable EU, national and programme rules on-revenues and state aid.

Article 14: REVENUES

Earnings generated during or after the project implementation through the sales of products and merchandise, participation fees or any other provisions of services against payment must be deducted from the amount of costs incurred by the project in line with Art 61 and 65 of Regulation 1303/2013 and stipulations in the Programme Manual. The LP undertakes to contractually forward these stipulations to its project partners.

Article 15: ASSIGNMENTS – LEGAL SUCCESSION

1. The MA is entitled at any time to assign its rights under this contract. In case of assignment the MA will inform the LP without delay.
2. The LP is in exceptional cases and in well-founded circumstances allowed to assign its duties and rights under this contract only after prior written consent of the MA and the JMC. The procedure will be further specified in the Programme Manual.
3. Where according to national laws the legal personality does not change and where all assets of the LP or a PP are taken over so that a deterioration of the financial capacity of the acquiring institution is not to be expected (i.e. in cases of universal succession) prior consent by the JMC is not necessary. The LP, however, will submit related information together with all documents that are necessary to analyze the legal case in due time to the MA/JS. If the MA/JS comes to the conclusion the conditions as stated above are not fulfilled (e.g. in cases of a singular succession), the LP will be informed that a partner change procedure as stated in § 15 (2) has to be initiated.
4. In case of assignment or any form of legal succession of a LP or PP the LP or PP concerned is obliged to assign all rights and obligations and all project related documents to each and any assignee or legal successor. Related reports to the MA/JS as requested in the programme documents have to be forwarded by the LP.

Article 16: TERMINATION AND REPAYMENT

1. In addition to the right of termination as laid down in § 4 the MA is entitled, in whole or in part, to terminate this contract and/or to demand repayment of subsidy in any of the following circumstances:
 - a) the LP has obtained the subsidy through false or incomplete statements or through forged documents;
 - b) the LP and its partners receive additional funding from the European Union for all or part of the project expenditure reported under the Programme during the period of the implementation of the project;
 - c) the project has not been or cannot be implemented, or it has not been or cannot be implemented in due time;
 - d) the project has not started in due time and even a written reminder by the MA/JS remains unsuccessful;
 - e) a change has occurred, e.g. with regard to nature, scale, ownership, cost, timing, partnership or completion of the project, that has put at risk the achievement of the results planned and stated in the latest version of the approved Application Form;
 - f) the project outputs and results are not in line with those described in the approved application;
 - g) the LP has failed to submit required reports (e.g. the progress reports according to the overview table of reporting targets and deadlines annexed to this contract) or proofs, or to supply necessary information provided that the LP has received a written reminder setting an adequate deadline and explicitly specifying the legal consequences of a failure to comply with requirements and has failed to comply with this deadline;
 - h) the LP has infringed its duty to ask for prior written approval where indicated by this contract or in the Programme Manual or has failed to immediately report events delaying or preventing the implementation of the project funded or any circumstances that mean a change of the disbursement conditions and frameworks as laid down in this contract;

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- i) the LP or its PPs obstruct or prevented the financial control and auditing as indicated in § 11 of this contract;
 - j) the amount of funding awarded has been partially or entirely misapplied for purposes other than those agreed upon;
 - k) insolvency proceedings are instituted against the assets of the LP or one of the PPs or insolvency proceedings are dismissed due to lack of assets for cost recovery or the LP or one of the PPs closes down or liquidates, provided that this appears to prevent or risk the achievement of the project objectives;
 - l) the provisions related to income and revenues as mentioned in § 13 and 14 of this contract are infringed or the LP does – for any other reasons – not make available the outputs to the MA;
 - m) exceeding the permissible limits of the funding regulations (e.g. Article 61 of Regulation (EU) No 1303/2013) the LP wholly or partly sells, leases or lets the project outputs/results to a third party;
 - n) regulations of EU-law including the horizontal policies or national regulations have been violated;
 - o) the ownership of project outputs having the character of investments in infrastructure or productive investments did not remain with the concerned LP and/or PPs for the timeframe and under the conditions set in Article 71 of Regulation (EU) No 1303/2013;
 - p) it has become impossible to verify that the progress report is correct and thus the eligibility of the project by funding from Interreg IPA CBC Italy Albania Montenegro Programme;
 - q) the LP and/or any of the PPs is in the situation of undertaking in difficulty, within the meaning of point 24 (in conjunction with point 20) of the “Guidelines on State aid for rescuing and restructuring non-financial undertakings in difficulty” (Communication from the Commission No. 2014/C 249/01 of 31.07.2014) as well as in compliance with Article 3(3) d) of Regulation No 1301/2013;
 - r) the LP has failed to fulfil any other conditions or requirements for assistance stipulated in this contract and the provisions it is based on, notably if these conditions or requirements are meant to guarantee the successful achievement of the programme objectives;
2. Prior to or instead of terminating the contract as provided for in this article, the MA may suspend payments as a precautionary measure, without prior notice. This measure shall be lifted as soon as the reasons for such measures cease to apply or requested proof can be furnished.
3. If the MA exercises its right of termination and the LP is demanded full or partial repayment of amounts already paid, the LP is obliged to transfer the repayment amount to the MA. The repayment amount is due within one months following the date of the letter by which the MA asserts the repayment claim; the due date will be stated explicitly in the order for recovery.
4. If a LP or PP fails to return unduly paid funds in another project funded by the Interreg IPA CBC Italy Albania Montenegro, the MA has the right to withdraw the corresponding IPA from any open payment in this project.
5. If the MA exercises its right of termination, offsetting by the LP is excluded unless its claim is undisputed or recognised by declaratory judgement.
6. If the MA exercises its right of termination and the LP is demanded full or partial repayment of amounts already paid. Any delay in effecting repayment shall give rise to interest on account of late payment, starting on the due date and ending on the date of actual payment. The rate of the late interest applied to

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the amount to be recovered will be calculated in accordance with Article 147 of Regulation (EC) No. 1303/2013.

7. After termination of this contract, the LP's obligations (inter alia §§ 9, 10, 11, 16, 19) and liabilities remain.

8. Bank charges incurred by the repayment of amounts due to the MA shall be borne entirely by the LP.

9. If any of the circumstances indicated in the aforementioned point 1 of this paragraph occur before the full amount of subsidy has been paid to the LP, payments may be discontinued and there shall be no claims to payment of the remaining amount.

10. As laid out in § 2.3, the MA is entitled to terminate this contract if the European Commission fails to make the funds available due to reasons that are outside of the sphere of influence of the programme.

11. Any further legal claims shall remain unaffected by the above provisions.

Article 17: FORCE MAJEURE

1. Force majeure shall mean any unforeseeable and exceptional event affecting the fulfilment of any obligation under this subsidy contract, which is beyond the control of the LP and PPs and cannot be overcome despite their reasonable endeavours (e.g. substantial changes due to changes in political or financial terms). Any default of a product or service or delays in making them available for the purpose of performing this 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 subsidy contract, the LP shall notify the MA via the JS without delay, stating the nature, likely duration and foreseeable effects.

3. If the MA is subject to force majeure liable to affect the fulfilment of its obligations within the framework of this subsidy contract, it shall notify it to the LP without delay, stating the nature, likely duration and foreseeable effects.

4. Neither the MA nor the LP or the PPs shall be considered to be in breach of their obligations to execute the project if it has been prevented from complying by force majeure. Where LP or PPs cannot fulfil their obligations to execute the project due to force majeure, grant for accepted eligible expenditure occurred may be made only for those activities which have actually been executed up to the date of the event identified as force majeure. All necessary measures shall be taken to limit damage to the minimum.

Article 18: LITIGATION

1. This contract is governed by and construed in accordance with the laws of the Republic of Italy. Thus, the laws of Italy shall apply to all legal relations arising in connections with this agreement.

2. In case of disputes between the MA and the LP, presumption of the good faith from the LP will be privileged and, prior to litigation, mediation procedures shall be set in place.

3. In case of litigation the venue is the court of competent jurisdiction at the seat of the Regione Puglia, Bari (Italy). Legal proceedings will be in Italian.

Article 19: FINAL PROVISIONS

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1. All the provisions mentioned in this contract shall apply and the rights and obligations derived thereof shall become part of this contract. All cited laws, regulations and Programme documents mentioned are applicable in their currently valid version. The LP declares to respect the legal framework as mentioned and to contractually forward this obligation to the project partnership.
2. The programme language is English. Thus, all correspondence with the MA/JS under this contract must be in English language. Documents have to be submitted as requested in this contract or other programme documents.
3. Unless otherwise stated, all communication is sent to the JS with its office as mentioned on the programme website.
4. If any provision in this contract should be wholly or partly ineffective, the parties to this contract undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.
5. In case of differences that are not ruled by this contract, the parties agree to find a conjoint solution.
6. Amendments and supplements to this contract and any waiver of the requirement of the written form must be in written form and have to be indicated as such. Consequently, any changes of the present contract shall only be effective if they have been agreed on in writing and have been designated as amendment of or supplement to the contract.
7. Any costs, fees or taxes not eligible or any other duties arising from the conclusion or implementation of this agreement shall be borne by the LP and/or its PPs.
8. Two copies will be made of this agreement; of which each party keeps one. The LP is free to accept and sign this contract within one month after having been offered it by the MA (date of the submission by e-mail). After one month, the offer of the MA loses any relevance unless the MA agrees to a prolongation of this period of time.
9. The present contract shall come into force upon signature of both parties to this contract, unless otherwise provided for by article 9 (20). It remains valid as long as any duties linked to the IPA subsidy might be claimed and, in any case, at least until the end of the applicable retention period as communicated by the MA to the LP in compliance with the Programme Manual.

Written in _____ (_____) original copies,

Managing Authority
Interreg IPA CBC Italy Albania Montenegro

Official stamp of the Signatory (if existing)

[Signature]

Name of the Signatory

Place and date

Position of the Signatory

LEAD PARTNER

Project _____

Official stamp of the Signatory (if existing)

PROJECT [redacted] /No. [redacted] SMALL /Targeted Call for Projects Proposals

[Signature]

.....

Name of the Signatory

Place and date

Position of the Signatory

Please attach a copy of a valid identity document (e.g. identity card, passport)

Annex

1. Joint Monitoring Committee Decision of 18 December 2019
2. Minutes of the Negotiation meeting
3. Application form, in its current valid version
4. Overview table on reporting periods and deadlines
5. CUP-No. declaration (Applicable only to Italian Lead Partners)

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ANNEX 4 – Reporting periods and deadlines

Period number	Duration (month)	Start date	End date	JPR Reporting date
0				
1	6	01.07.2020	31.12.2020	30.03.2021
2	6	01.01.2021	30.06.2021	30.09.2021

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ANNEX 5 – CUP No. declaration (applicable to Italian Lead partners)

Italian partners shall fill in and sign following declaration in the applicable version A for public and B for private bodies.

Version A – Declaration by Italian PUBLIC lead partners

-In compliance with art. 11 of the Italian law no.3/2003, Italian partners have the obligation to request and use a unique identification number (CUP) for each project, as a measure supporting transparency and control of public investments, therefore mitigating fraud risk.

-Furthermore, according to CIPE Decisions no. 45 /2011 and no. 143/2002, the CUP no. is obligatory for all Italian partners EU co-financed projects, even within the European Territorial Cooperation, therefore also for the Interreg IPA CBC Italy-Albania-Montenegro.

-In particular, decision no. 45/2011 specified that if the contributions are paid to public bodies or bodies governed by public law the CUP is requested by each public body or body governed by public law; if contributions are paid to private partners, the managing authority shall request the CUP for the private partner.

On this legal basis, I, the undersigned, [name, surname], as the legal representative of <name of the Project Partner's organisation in original language> acting as Lead Partner /Project Partner in the project <project acronym>,

declare that

- The CUP no. related to this co-funded project is CUP NO. , [CUP NO],
- I commit to use the CUP no., together with the project no. and identification provided in the eMS system, by the organisation I represent, in the financial flows related to the project, such as for payments to contractors, invoices and contracts.

I acknowledge that untruthful/false declarations, in addition to the administrative sanctions and the request for refunding unduly received contribution charged with the interests, can also be prosecuted according to the relevant penal law.

.....
Name of the Signatory - Signature

.....
Place and date

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Version B – Declaration by Italian PRIVATE lead partners

-In compliance with art. 11 of the Italian law no.3/2003, Italian partners have the obligation to request and use a unique identification number (CUP) for each project, as a measure supporting transparency and control of public investments, therefore mitigating fraud risk.

-Furthermore, according to CIPE Decisions no. 45 /2011 and no. 143/2002, the CUP no. is obligatory for all Italian partners EU co-financed projects, even within the European Territorial Cooperation, therefore also for the Interreg IPA CBC Italy-Albania-Montenegro.

-In particular, decision no. 45/2011 specified that if the contributions are paid to public bodies or bodies governed by public law the CUP is requested by each public body or body governed by public law; if contributions are paid to private partners, the managing authority shall request the CUP for the private partner.

On this legal basis, I, the undersigned, [name, surname], as the legal representative of <name of the Project Partner's organisation in original language> acting as Lead Partner /Project Partner in the project < project acronym>,

declare that

I commit to use the CUP number, which I am going to receive from the Managing Authority in relation to this co-funded project, together with the project no. and identification provided in the eMS system, by the organisation I represent, in the financial flows related to the project, such as for payments to contractors, invoices and contracts.

I acknowledge that untruthful/false declarations, in addition to the administrative sanctions and the request for refunding unduly received contribution charged with the interests, can also be prosecuted according to the relevant penal law.

.....
Name of the Signatory - Signature

.....
Place and date

Interreg - IPA CBC

Italy - Albania - Montenegro



ALLEGATO B2

SUBSIDY CONTRACT

In Bari, ITALY, at Corso Sonnino, 177, today

Between

Regione Puglia
Dipartimento Sviluppo Economico Innovazione Istruzione Formazione e Lavoro
Corso Sonnino, 177
70121 Bari
Italy
legally represented by its Director
acting as Managing Authority of the Interreg IPA CBC Italy – Albania – Montenegro Programme 2014/2020
- hereinafter referred to as Managing Authority (**MA**)

and

«Name of the Lead Partner (original language) »
«Department/Office»
«Address»
legally represented by «Legal Representative»
acting as lead beneficiary, as defined in Article 13 (2) of Regulation (EU) 1299/2013
- hereinafter referred to as Lead Partner (**LP**)

is concluded on the basis of the rules and documents as specified in the framework of the regulations and provisions of this contract and lays down the implementing arrangements for the project

_____ / No. _____ / Targeted Call for Project Proposals
(project acronym / ref. Number)

herein referred to as the “Parties”

With regard to the framework of the regulations and provisions hereunder:

1. Regulation (EU) No 231/2014 of the European Parliament and of the Council of 11 March 2014 establishing an Instrument for Pre-accession Assistance (IPA II) hereinafter referred to as IPA II Regulation

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2. Commission Implementing Regulation (EU) No 447/2014 of 2 May 2014 on the specific rules for implementing Regulation (EU) No 231/2014 of the European Parliament and of the Council establishing an Instrument for Pre-accession assistance (IPA II)
3. Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 on common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and on general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006
4. Regulation (EU) No 1301/2013 of the European Parliament and of the Council of 17 December 2013 on the European Regional Development Fund and on specific provisions concerning the Investment for growth and jobs goal and repealing Regulation (EC) No 1080/2006
5. Regulation (EU) No 1299/2013 of the European Parliament and of the Council of 17 December 2013 on specific provisions for the support from the European Regional Development Fund to the European territorial cooperation goal
6. Regulation (EU, Euratom) No 1046/2018 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 966/2012
7. Regulation (EU) No 1302/2013 of the European Parliament and of the Council of 17 December 2013 amending Regulation (EC) No 1082/2006 on a European grouping of territorial cooperation (EGTC) as regards the clarification, simplification and improvement of the establishment and functioning of such groupings
8. Regulation (EU) No 1407/2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to *de minimis* aid
9. Commission Delegated Regulation (EU) No 481/2014 of 4 March 2014 supplementing Regulation No 1299/2013 of the European Parliament and of the Council with regard to specific rules on eligibility of expenditure for cooperation Programmes
10. Rules on procurement as set in Chapter 1 of Title VII of Regulation (EU, Euratom) No 1046/2018 and of Chapter 3 of Title II of Part Two of Delegated Regulation (EU) No 1268/2012. Additionally, for Italian partners: Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC; Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC; Directive 2014/23/EU of the European Parliament and of the Council of 26 February 2014 on the award of concession contracts, as well as the applicable national legislation. Additionally, for Montenegrin and Albanian partners: The respective financial agreements, the applicable national legislation, as well as the practical guide (PRAG) on public procurements.

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11. Regulation (EU) No 236/2014 of the European Parliament and of the Council of 11 March 2014 laying down common rules and procedures for the implementation of the Union's instruments for financing external action
12. Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 1046/2018 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union
13. The Commission Implementing Decisions C(2015) 9491 and C(2016) 2803 adopting the Programme Interreg IPA CBC Italy-Albania-Montenegro CCI 2014TC16I5CB008 (hereafter referred to as the Programme)
14. The respective financing agreements for Albania and Montenegro;
15. The funding decision on 18 December 2018 of the Joint Monitoring Committee (Annex 1) and the approved Application Form (Annex 2)
16. All Manuals, Guidelines and any other documents relevant for project implementation (e.g. Programme Manual) in their latest version as published on the programme website or handed over to the LP directly during the project implementation
17. The laws of the Republic of Italy as applicable law to this contractual relationship

In case of amendment of the above-mentioned legal norms and documents, and any other documents of relevance for the contractual relationship (e.g. application form) the latest version shall apply.

have agreed and accepted the following provisions:

Article 1: AWARD OF SUBSIDY

1. Based on the application of the LP in its latest version and the supplementing/amending documents in their latest version (altogether hereinafter referred to as "application documents"), in accordance with the decision of the Joint Monitoring Committee of the Programme (hereinafter referred to as JMC), dated 18 December 2019 (and possible amending decisions) an earmarked subsidy is awarded to the LP for the **project /No. [REDACTED] / Targeted Call for Project Proposals**, from funds of the Interreg IPA CBC Italy – Albania – Montenegro Programme 2014/2020.

Maximum IPA amount of funding awarded	[REDACTED] Euro (€)
Approved Partners' co-financing	[REDACTED] Euro (€)
Approved project budget	[REDACTED] Euro (€)
Grant rate of the funding	85%

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2. Grant rate of the funding is understood as being the percentage rate which results from dividing the funding awarded from the Programme (IPA funding) by the Interreg IPA CBC Italy – Albania – Montenegro Programme 2014/2020 eligible budget of the project (IPA funding + national co-financing by IPA CBC Italy – Albania – Montenegro, both public or private co-financing). The grant rate can change in the course of the implementation of the project. However, the maximum amount of IPA contribution as approved by the JMC cannot be exceeded.

The grant rate for the project is up to 85% of the eligible costs for partners located in the eligible Countries and Territories of CP.

Pre-financing (where applicable)

3. Whereas requested, the LP shall receive a pre-financing amount of 20% of IPA contribution upon signature of the present subsidy contract and the pre-financing amount shall be transferred upon payment and without delay to the project partners pro quota regarding their respective budget.

The pre-financing shall be compensated - in equal shares - with the first three payments due to the Lead Partner, according to actually incurred and validated expenditure included in the related Joint Progress Reports.

In case the concerned partners do not manage to submit enough validated expenditure for compensating the pre-financing received, they shall return the difference to the Managing Authority upon request and without any delay.

Article 2: TERMS OF FUNDING

1. The subsidy is awarded exclusively for the project as it is described in the latest version of the application documents in accordance with the conditions set out by the JMC. The application form and its annexes as approved by the JMC form an integral part of this contract.

2. Disbursement of the subsidy is subject to the condition that the European Commission makes the funds available to the extent described above and that all applicable EU and national rules are observed by the Partnership. In case of non-availability of funds, the MA cannot be deemed responsible for late or missing payments.

3. If the European Commission fails to make the funds available due to reasons that are outside of the sphere of influence of the Programme, the MA is entitled to terminate this contract and any claim by the LP or the PPs against the MA for whatever reason is excluded. In such a case, the LP will be duly notified by the MA and guided on the respective steps to be taken.

4. The LP accepts the subsidy and undertakes to carry out the project under its own responsibility as laid out in the European Structural and Investment Funds Regulations, delegated and implementing acts or the programme rules based thereon.

5. Should it become evident that the project will not spend the maximum amount of IPA-co-financing awarded to it by the JMC, the JMC may decide to reduce the award accordingly following the procedure as specified in the Programme Manual.

6. Disbursement of the subsidy is subject to the condition that this subsidy contract is signed by the parties to this contract.

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7. In case one or more output and result targets, as set in the latest approved version of the application form, are not successfully reached, corrective measures may be put in place to ensure the project performance as well as to minimise the impact at programme level (e.g. adaptation of the project to the changed situation) following the procedures specified in the Programme Manual.
8. In case a project fails to respect the contractual arrangements on timeliness, budget absorption and achievement of outputs and results, as defined in the latest approved version of the application form, the programme may also reduce the IPA allocated to the project or, if necessary, stop the project by terminating the subsidy contract.
9. The national co-financing of Italian public bodies is regulated separately from this contract.

Article 3: DURATION OF THE PROJECT AND OF THE CONTRACT

1. The project has a duration of [REDACTED] months starting from [REDACTED].
2. Upon request, Lead Partner may claim a project preparation lumpsum within the first joint progress report as specified in the Programme Manual.
3. Administrative duties of the LP and PPs related to the closure, incurred after project end date shall be also claimed as a lumpsum within the final joint progress report. Further specifications on project closure are laid out in the Programme Manual.
4. Without prejudice to the provision concerning the implementation of the project and the eligibility of expenditure as well as to the rules governing State aid, this contract expires in accordance with obligations on availability of documents as defined in Article 140 of Regulation (EU) No 1303/2013 and the Programme Manual.

Article 4: ELEGIBILITY OF COSTS

1. Costs which qualify for a subsidy pursuant to § 1.1 of this contract shall exclusively consist of eligible costs as listed in the approved application form. The eligibility of costs for IPA co-funding is regulated in the European Structural and Investment Funds Regulations (Article 6 and Art. 65 to 70 of Regulation (EU) No 1303/2013, Article 18 of Regulation (EU) No 1299/2013), the Commission Delegated Regulation (EU) No 481/2014 as well as in the programme's eligibility rules as included in the Programme Manual based thereon. All programme rules are published on the programme website and it is presumed that they are known by the Lead Partner.
2. The LP undertakes to carefully analyze and obey those eligibility rules and principles and to contractually forward this obligation to its project partners.
3. The non-compliance with the relevant rules could lead the programme authorities to take corrective measures and exclude from the project budget ineligible expenditure.
4. The costs of the Project are eligible as from the starting date to the end date of the Project as specified in the Annex C, according to and within the limits of art. 43 p. 1 of Regulation (EU) No 447/2014.

Article 5: REQUEST FOR PAYMENTS AND PAYING OUT OF THE SUBSIDY

1. The LP may only request payments of the IPA contribution on behalf of the project by providing proof of progress of the project towards the achievement of the outputs and results as set in the approved

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application form, in compliance with the principle of sound financial management (as determined by the principles of economy, efficiency and effectiveness) and by demonstrating the utility derived from any purchases. To this purpose the LP has to present periodic joint progress reports and a final joint progress report to the Joint Secretariat (JS) and MA via the eMS platform as described in § 6 of this contract and the Programme Manual.

2. Payment of costs claimed together with the above-mentioned reports is made subject to the provision that the payment of the amount is due according to the schedule as mentioned in § 6.1 of this document and that the European Commission has paid corresponding amounts beforehand.

3. Furthermore, payment of funds is subject to the condition that the legality and regularity of activities underlying the expenditure declared can be sufficiently demonstrated as stipulated in the European Structural and Investment Funds Regulations, Delegated and Implementing Acts or the Programme rules based thereon and that all supporting documents and certificates necessary for the assessment of the MA/JS are submitted in due time.

4. The MA reserves the right not to accept – in part or in full – certificates of expenditure as described in § 7 of this contract if due to the results of its own checks and/or controls or audits performed by another authority such a certificate or the facts stated therein prove to be incorrect or if the underlying activities are not in line with the legal framework as set out in this document. In such a case, the MA will either reduce the claimed certified amount, demand repayment of funds already paid out unduly or set them off against the next payment claim submitted by the LP, if possible. In compliance with Article 132 of Regulation (EU) 1303/2013, payments to the project can be suspended partially or in full in cases of suspicion of an irregularity. The MA or Certifying Authority (hereinafter referred to as CA) is entitled to withhold any payment to a particular beneficiary (LP or PPs) or the project as a whole until all unclear issues related to the implementation, management and reporting are clarified.

5. The MA, also through the JS, may request relevant information at any time. That information must be supplied by the LP within the demanded time frame. The LP will also provide information and/or requested documents to other programme authorities, courts of auditors or other control institutions acting within their respective sphere of responsibility.

6. In case of observations and/or reservations raised during the programme designation process as provided for in Art. 123 of Regulation (EU) No 1303/2013, delays in the said procedure, or in case of system errors detected within audits, the MA and CA also have the right to temporarily withhold payments. Payment suspension(s) shall be lifted as soon as observations and/or reservations raised by the relevant bodies have been withdrawn.

7. The CA ensures that the LP receives payments of the approved contribution from the programme in time and in full. No deduction, retention or further specific charges which would reduce the amount of the payment shall be made, without prejudice of provisions as above in this article. Opposite, the IPA contribution paid shall not exceed the share of IPA resulting from the eligible amount validated by each responsible control authority in compliance with § 7 of this document.

8. The disbursement of funds is subject to the provision by the LP, in addition to the presentation of the certificates of expenditures, of at least the following information: identification of national controllers (as referred to in § 7) of partners claiming costs, bank account of the LP, location of project documents at the premises of the LP and each PPs, evidence of the occurred signature of the partnership agreement (as set out in § 9 of this document).

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9. The funds will be disbursed in Euro (EUR; €) only. In case of expenditures denominated in currencies other than Euro, costs shall be converted in Euro using the monthly accounting exchange rate of the EC in the month during which expenditure was submitted for verification to the First Level Controller. Any exchange rate risk will be borne by the LP. The subsidy will be transferred to the account as indicated by the LP in the supplementary information section of the application form. Whenever possible, this account should be of specific project use.

10. By paying out the subsidy according to this contract the MA fulfils its obligations resulting from the present contract.

11. In accordance with Article 13 (3) of Regulation (EU) No 1299/2013) the LP shall ensure that the PPs receive the total amount of their respective share of the IPA as quickly as possible and in full. No amount shall be deducted or withheld and no specific charge or other charge with equivalent effect shall be levied that would reduce that amount for the PPs.

12. Payments not requested in time and in full or not in compliance with the payment schedule as indicated in § 6.1 and the overview table of reporting targets and deadlines annexed to this contract may be lost.

Article 6: REPORTING

1. In order to demonstrate the progress of the project implementation as described in § 5.1 of this document the LP has to submit periodic joint progress reports and a final report to the MA via eMS platform according to the timeframe indicated in the overview table of reporting targets and deadlines annexed to this contract. The LP shall agree with all Project Partners and national controllers, as well as assure the compliance with, suitable deadlines for submission of partner reports, for verification of expenditure by the national controllers and submission of the joint progress report within the deadlines set in this contract. Changes of these periods require prior approval of the MA. Further details on the reporting procedures are specified in the Programme Manual.

2. The LP and PPs accept the "Terms of service for the use of the Interreg IPA CBC Italy-Albania-System electronic Monitoring System (eMS)" in the current valid version published in the eMS platform.

3. Each periodic progress report consists of an activity part and a financial part.

4. The final report is to be sent to the MA via eMS at the latest four months after the project end date as mentioned in § 3 of this document and the overview table of reporting targets and deadlines annexed to this contract.

5. Further details on the contents of the reports and procedural rules are laid out in the Programme Manual, the contents of which the LP accepts and contractually forwards to its PPs.

Article 7: VALIDATION OF EXPENDITURES BY NATIONAL CONTROLLERS

1. Each joint progress report submitted by the LP to the MA via eMS must be accompanied by certificates confirming the eligibility of expenditure, both at the LP and the PPs level, issued by national controllers as referred to in Article 23 (4) of Regulation 1299/2013 according to the system set up by each Participating Country and in compliance with the requirements set by the legal framework of this contract.

2. In cases of LP and PPs from countries having set a decentralized control system, the MA reserves the right, after agreement with the national responsible institution, to require that the controller directly

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selected by the LP or PPs is replaced if considerations, which were unknown when the contract was signed, cast doubts on the controller's independence or professional standards.

3. The LP notifies the MA the persons or institutions performing the control activities and ensures that they were selected in accordance with Programme Public Procurement rules and the system set up by each Participating Country, and meet the requirements of qualification and independence presented in the Programme Manual. Details about the notification procedure of the National Controllers are laid out in the Programme Manual, which the LP accepts and contractually forwards to its PPs.

4. Changes of address, of account number and of control authority/institution or name of controller(s), have to be duly notified following the procedure laid out in the Programme Manual. Should the MA have any objections to the notified changes it may – after prior discussion with the national responsible institution – ask for replacement of the controller or the institution nominated.

Article 8: CHANGES IN PROJECT

1. Changes in budget allocations per budget lines, work packages and partner as well as changes in activities/outputs and project duration are allowed, accordingly to the relevant rules and procedures mentioned in the Programme Manual, as long as the maximum amount of funding awarded is not exceeded, if provisions related to State aid discipline are respected and if they follow the conditions and procedures as set out in the Programme Manual.

In particular budget shifts among budget lines and work packages:

- up to 15% of the partner's total budget shall be notified to the MA
- from 15% up to 25% of the partner's total budget shall be approved by the Managing Authority
- above 25% of the partner's total budget, as well as any budget shift among partners shall be approved by the Joint Monitoring Committee

Any change in project duration up to six months shall be approved by the MA and above six months by the Joint Monitoring Committee.

Any change of the targets for the output indicators above 30% shall be approved by the MA.

2. In the application documents the contribution of the LP and each PP are clearly defined. Changes in the project partnership require the prior approval of the relevant programme bodies as outlined in the Programme Manual. However, once approved, they are valid retrospectively starting from the date when a written request was submitted to the JS.

Expenditures occurred for changes, which were not approved, are ineligible.

Article 9: REPRESENTATION OF PROJECT PARTNERS – LEAD PARTNER LIABILITY – PARTNERSHIP AGREEMENT

1. "Project Partners" are the organizations listed as such in the latest approved version of the application form. Only expenditures incurred and paid by the PPs are eligible for IPA co-financing, with the exception of expenditure calculated as lump sums or on a flat rate basis.

2. The LP guarantees that it is entitled to represent the partners participating in the project and that it has established a partnership agreement according to Article 13 (2) of Regulation (EU) No 1299/20133, holding as a minimum content at least the rules as set in the template of partnership agreement provided

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by the Programme. The allocation of tasks, mutual responsibilities and obligations among the LP and the PPs are specified in this partnership agreement.

3. The LP guarantees that the partnership agreement as a whole provides also for a clear division, in line with the application documents, of the mutual responsibilities between all partners and of the obligation of each PP to assume responsibility in the event of any irregularity or incorrectness in the expenditure which has been declared.

4. The signature of the partnership agreement shall be demonstrated at the latest within one month after the entering in to force of the subsidy contract as laid out in the Programme Manual. A copy of the signed partnership agreement shall be submitted to the MA at the latest with the first project report. The MA reserves the right to check the partnership agreement in order to verify that it has been signed and that it is in conformity with the minimum requirements as mentioned in § 9 (2) of this document.

5. The LP guarantees furthermore that it has complied with the legal framework according to this contract and with all the relevant legal and other requirements under the law which applies to it and to the PPs and their activities and that all necessary approvals (e.g. building permissions, environmental impact assessment statements) have been obtained. The LP is obliged to contractually in its entirety to the PPs and to include all obligations as set out in this document into the partnership agreement.

6. The LP shall provide the PPs with all information and documents needed for a sound and legally correct project implementation including requirements related to communication and publicity.

7. In accordance with Article 13 (2) of Regulation (EU) No 1299/2013, the LP bears the overall financial and legal responsibility for the entire project and for the PPs. It will be held liable if obligations as laid out in this contract or in applicable European Union's or national laws are not fulfilled by the project partnership.

8. The LP is furthermore liable towards the MA for ensuring that all PPs fulfil their obligations. It is liable towards the MA for infringements by the PPs of obligations under this contract in the same way as for its own conduct.

9. If the MA demands repayment of subsidy funds in accordance with this contract, the LP is liable towards the MA for the total amount of those funds. The LP is entitled to ask repayment from its PPs as stipulated in Article 27 (2) of Regulation (EU) No 1299/2013, as well as to request the involvement of the authorities of the Country of the concerned PP, in case of repeatedly unsuccessful recovery, according to the procedure described in the Programme Manual.

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

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

Article 10: PROJECT AND FINANCIAL MANAGEMENT

1. The LP ensures a professional management of the project.

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2. The LP lays down the arrangements for its relation with the other partners participating in the project in a partnership agreement as mentioned in § 9 of this contract.
3. In compliance with Article 65 (11) of Regulation (EU) No 1303/2013 the LP ensures that national controllers have certified that expenditure items included in requests for reimbursement do not receive support from the same or any other EU Programme, EU fund, Union instrument or other public funds.
4. The LP coordinates the start and implementation of the project according to the time schedule as indicated in this contract and the work plan included in the application form.
5. The LP shall install a separate accounting system or an adequate accounting code set in place specifically for the project and shall safeguard that the eligible costs as well as the received subsidies can be clearly identified. It shall ensure that own and PPs' documentation of expenditures include a clear reference to the project.
6. In line with Article 13 (2) lit. c) and d) of Regulation (EU) No 1299/2013 the LP ensures that the expenditure made by the PPs has been controlled to verify that it has been used for the purpose of implementing the project and corresponds to the activities agreed between the LP and PPs as set out in the project application form.
7. The LP is responsible for ensuring the implementation of the entire project in observation of the rules and procedures set in the Programme Manual (e.g. with regard to monitoring the project physical and financial progress, recording and storing of documents, written requests for project changes, implementation of information and publicity measures etc.) and for ensuring that the PPs are made aware of their obligations.
8. The LP informs the MA and JS immediately about all circumstances that delay, hinder or make impossible the realization of the project as well as all circumstances that mean a change of the disbursement conditions and frameworks as laid down in this contract (e.g. loss of a project partner, making use of additional subsidies) or circumstances which oblige the MA to reduce payment or demand repayment of the subsidy wholly or in part.
9. The LP provides the MA and JS with any information requested without delay.
10. The LP implements the project in accordance with European Union's and national legislation as well as in line with the programme requirements, e.g. on public procurement and state aid, and ensures that also that the PPs respect these rules. The Partner is free to make use of the PRAG Rules when it comes to the public procurement issues
11. The LP provides data for the programme electronic monitoring system (e-MS) in compliance with this contract and according to the MA and JS instructions.
12. If possible, the LP submits with the respective progress report the main outputs and deliverables as stated in the application form and following the procedures set in the Programme Manual. One specimen of each developed material shall be stored at the LP's or PP's premises for control and audit purposes.
13. The LP seeks the guidance from the JS where necessary and participates in seminars organised by the programme.
14. The LP invites the MA/JS to participate in project Steering Committee meetings as an observer and sends minutes of these meetings to the MA/JS.
15. The LP supports the programme in its information, communication and evaluation activities (e.g. joins project exhibitions, submits texts for programme website and publications).
16. In the name of all PPs, the LP agrees, according to Regulation (EU) 679/2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data

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and the Italian Law on Personal Data Protection D. Lgs. 196/2003 where applicable, that the MA is entitled to use personal data, which are contained in the project application form and which are acquired in the organs and authorized representatives of the following bodies and authorities: national control bodies and bodies and authorities involved in audits carried out for the programme, European Commission, auditing bodies of the European Union and the Regione Puglia, or any other institution responsible for conducting audits or controls according to European Union's or national laws. In addition, the MA is entitled to use such data and to share them with other programmes in order to implement their tasks linked to European anti-corruption policy and to make such data available to bodies and authorities for evaluation and monitoring purposes.

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

18. In accordance with Articles 56 and 57 of Regulation (EU) 1303/2013 the LP and all PPs undertake to provide experts or bodies authorised by the Programme carrying out project evaluations and/or studies with any document or information requested for the evaluation purpose. Information might be provided by the LP and PPs also through surveys and/or interviews.

19. The LP ensures that, in case of aid granted under the de minimis regime, the LP and its PPs will respect all necessary requirements provided for in Regulation (EU) No 1407/2013 and will ensure their respect, when necessary, by those bodies benefitting of project activities/outputs. The LP is obliged to contractually forward this clause in its entirety to the PPs.

20. ***(Following paragraphs apply only to private LPs)*** As security for the requested pre-financing amount in connection with § 1.3 of this subsidy contract, the LP is obliged to provide a financial guarantee for the amount of total IPA pre-financing, as well as a guarantee provided by the concerned Ministry, as explained in the Programme Manual. The contract shall not come into force until the financial guarantee is notified to the Managing Authority. Pre-financing or other payments may be transferred to the Lead Partner by the Managing Authority only upon provision of the financial guarantee.

21. If for whatever reason the LP fails to report the pre-financing within the according timeframe and the overview table of reporting targets and deadlines annexed to this contract, the LP shall - in case the report cannot be approved at the latest 3 months before the Guarantee Termination Date - provide a new or extended guarantee for the same amount as in the initial guarantee for a period ending 6 months after the finalization of the approval process of the report. The MA will inform the LP about the new or extended period.

22. Similarly, the LP shall provide a new guarantee for the same amount if 3 months before the Guarantee Termination Date an audit in accordance with § 11 is still pending. The duration of this extended or new guarantee shall be reasonably determined by the MA on the basis of the expected duration of the audit plus a reasonable safety margin. If for whatever reason the audit should still be pending at the end of this extended period, the LP shall replace the guarantee with an extended guarantee accordingly.

23. In case of failure by the LP to comply with the obligation to provide an extended or new guarantee set out in the above paragraphs, the MA may in its sole discretion decide to fully or partially draw on the guarantee and request payment by the guarantor. The MA is as well entitled, in whole or in part, to terminate this contract and to demand repayment of subsidy (see § 17 of this contract).

Article 11: FINANCIAL CONTROL - AUDITS

1. The European Commission, the European Anti-Fraud Office (OLAF), the European Court of Auditors (ECA) and, within their responsibility, the auditing bodies of the participating countries or other national public auditing bodies as well as the Programme Audit Authority, the MA or CA and the JS are entitled to audit the proper use of funds by the LP or by its PPs or to arrange for such an audit to be carried out by authorised persons. The LP and PPs will be notified in due time about any audit to be carried out on their expenditure.

2. The LP undertakes all the necessary actions to comply with the fundamental requirements indicated in this contract, the applicable laws and programme documents (Programme Manual), which are an integral part of this contract, to provide for comprehensive documentation on compliance with those norms and the accessibility to this documentation. Besides the obligations with regard to reporting and information the LP particularly:

- a) keeps all documents and data required for controls and audits safely and orderly as further specified in § 10 of this contract;
- b) makes all necessary arrangements to ensure that any audit, notified by a duly authorized institution as indicated in § 11.1 can be carried out smoothly and
- c) provides any requested information to these institutions about the project and gives access to their business premises, provides and gives access to all the information and documents supporting the audit trail as requested in the European Structural and Investment Funds Regulations, Delegated and Implementing Acts and the Programme Manual.

3. The LP shall promptly inform the JS about any audits that have been carried out by the bodies mentioned in § 11.1 of this contract.

4. If, as a result of the controls and audits any expenditure is considered not eligible according to the regulatory framework of this contract, the procedure described in § 12 and § 5 (4) of this contract shall apply.

Article 12: WITHDRAWAL OR RECOVERY OF UNDULY PAID-OUT FUNDS

1. In case the MA or CA discover (e.g. during the day-to-day management or during on-the spot checks) any unduly paid out funds, e.g. due to administrative errors or irregularities, a breach of contract or infringement of the legal provisions, or in case the MA is notified of such cases, the MA or CA shall, if necessary in consultation with the respective MS concerned and by informing the JMC, demand from the LP repayment of the subsidy in whole or in part.

2. The LP shall ensure that, if applicable, the concerned PP repays the LP any amounts unduly paid in accordance with the Partnership Agreement and the Programme Manual. The LP is entitled to request the involvement of the authorities of the Country of the concerned PP, in case of repeatedly unsuccessful recovery, according to the procedure described in the Programme manual. The amount to be repaid can be withdrawn from the next payment to the LP or, where applicable, remaining payments can be suspended. In case of closed projects, the LP is obliged to transfer the unduly paid-out funds to the MA. The repayment amount is due within one month following the date of receiving the letter by which the MA asserts the repayment claim; the due date will be stated explicitly in the order for recovery. In case of

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e-mail correspondence, the relevant date shall be the date of sending the e-mail, regardless of the date of receiving any mails sent additionally in hardcopy version. If the letter is sent in a hardcopy version only, it is assumed that the mail is received three days after the date on which the mail was posted.

3. Any delay in effecting repayment shall give rise to interest on account of late payment, starting on the due date and ending on the date of actual payment. The rate of the late interest applied to the amount to be recovered will be calculated in accordance with Article 147 of Regulation (EC) No 1303/2013.

4. In case factors behind the recovery procedure show violation of the Subsidy Contract (see § 17 of this contract) the MA will consider the termination of the contract as last resort. In any case the partnership will be heard before taking a final decision on the termination of the contract.

Article 13: PUBLICITY, COMMUNICATION AND BRANDING

1. Unless the MA requests otherwise, any notice or publication made by the project including presentations at conferences or seminars, shall point out that the present project was implemented through financial assistance from IPA funds of the Interreg IPA CBC Italy Albania Montenegro Programme as required by Annex XII to Regulation (EU) 1313/2013. All information, communication and branding measures of the project shall be carried out in accordance with the aforementioned rules, the latest version of the approved Application Form, the Programme Manual and any other guidelines issued by the programme on the matter. The LP shall take care that the PPs comply with these requirements and provide them with relevant documents and any programme guidelines.

2. Any notice or publication relating to the project made in any form and by any means, including the Internet, must state that it only reflects the author's view and that the programme authorities are not liable for any use that may be made of the information contained therein.

3. The LP also takes the full responsibility for the content of any notice, publication and marketing product provided to the MA which has been developed by the LP, any of the project partners or third parties on behalf of the LP or the project partners. The LP is liable in case a third-party claims compensation for damages (e.g. because of an infringement of intellectual property rights). The LP will indemnify the MA in case the MA suffers any damage because of the content of the publicity and information material.

4. The LP shall ensure that the project partnership complies with all publicity, communication and branding obligations (e.g. on the use of the programme logo, information requirements, organization of events etc.) as further specified in the Programme Manual, especially as for the use of Programme logos and programme website.

5. The Programme Authorities shall be authorized to publish, in any and by any means, the following information:

- a) the name of the LP and its partners
- b) contact data of project representatives
- c) the project name
- d) the summary of the project
- e) the objectives of the project and the subsidy
- f) the project start and end dates
- g) the IPA funding and the total eligible cost of the project
- h) the geographical location of the project partners
- i) Summary of the progress reports and final report

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- j) whether and how the project has previously been publicised
6. The MA is entitled to furthermore use these data for information and communication purposes as listed in Annex XII of Regulation (EU) No 1303/2013.
7. The MA on behalf of the JMC and of other programme promoters at national level is entitled to use the outputs of the project in order to guarantee a wide spreading of the project deliverables and outputs and to make them available to the public. The LP agrees that the outputs are forwarded by the MA to other programme authorities as well as the Participating Countries taking part in the programme to use this material to showcase how the subsidy is used.
8. For the purpose of meeting the objectives as set out in § 5 of this contract the LP has to provide evidence of the deliverables and outputs produced as further specified in the Programme Manual.
9. Any communication campaign, media appearance or other publicity of the project shall be communicated to the MA/JS for potential website updates or showcases.

Article 14: 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 and/or the Partnership Agreement, vest in the LP and/or its PPs. The partnership is entitled to establish the property rights of the products deriving from the project.
2. The ownership of outputs having the character of investments in infrastructure or productive investments realised within the project must remain with the concerned LP and/or PPs according to the timeframe as well as under the conditions set in Article 71 of Regulation (EU) No 1303/2013. Should any of the conditions set by the mentioned Regulation not be met at a certain point of time, the MA/JS must be immediately informed by the concerned LP or PP. The MA will recover the unduly paid IPA contribution in proportion to the period for which the requirements have not been fulfilled.
3. The LP respects all applicable rules and the basic principles related to competition law as well as the principles of equal treatment and transparency within the meaning of the funding regulations and it ensures that no undue advantage, i.e. the granting of any advantage that would undermine the basic principles and political objectives of the funding regime, is given to anybody. Outputs and results, especially studies and analyses, produced during project implementation are made available to the general public free of charge and can be used by all interested persons and organizations in the same way and under the same conditions as by the LP or its PPs.
4. The MA reserves the right to use the outputs and results for information and communication actions in respect of the programme. In case there are pre-existing intellectual and industrial property rights which are made available to the project, these are fully respected.
5. Any income generated by the intellectual property rights must be managed in compliance with the applicable EU, national and programme rules on-revenues and state aid.

Article 15: REVENUES

Earnings generated during or after the project implementation through the sales of products and merchandise, participation fees or any other provisions of services against payment must be deducted from the amount of costs incurred by the project in line with Art 61 and 65 of Regulation 1303/2013 and

stipulations in the Programme Manual. The LP undertakes to contractually forward these stipulations to its project partners.

Article 16: ASSIGNMENTS – LEGAL SUCCESSION

1. The MA is entitled at any time to assign its rights under this contract. In case of assignment the MA will inform the LP without delay.
2. The LP is in exceptional cases and in well-founded circumstances allowed to assign its duties and rights under this contract only after prior written consent of the MA and the JMC. The procedure will be further specified in the Programme Manual.
3. Where according to national laws the legal personality does not change and where all assets of the LP or a PP are taken over so that a deterioration of the financial capacity of the acquiring institution is not to be expected (i.e. in cases of universal succession) prior consent by the JMC is not necessary. The LP, however, will submit related information together with all documents that are necessary to analyze the legal case in due time to the MA/JS. If the MA/JS comes to the conclusion the conditions as stated above are not fulfilled (e.g. in cases of a singular succession), the LP will be informed that a partner change procedure as stated in § 16 (2) has to be initiated.
4. In case of assignment or any form of legal succession of a LP or PP the LP or PP concerned is obliged to assign all rights and obligations and all project related documents to each and any assignee or legal successor. Related reports to the MA/JS as requested in the programme documents have to be forwarded by the LP.

Article 17: TERMINATION AND REPAYMENT

1. In addition to the right of termination as laid down in § 4 the MA is entitled, in whole or in part, to terminate this contract and/or to demand repayment of subsidy in any of the following circumstances:
 - a) the LP has obtained the subsidy through false or incomplete statements or through forged documents;
 - b) the LP and its partners receive additional funding from the European Union for all or part of the project expenditure reported under the Programme during the period of the implementation of the project;
 - c) the project has not been or cannot be implemented, or it has not been or cannot be implemented in due time;
 - d) the project has not started in due time and even a written reminder by the MA/JS remains unsuccessful;
 - e) a change has occurred, e.g. with regard to nature, scale, ownership, cost, timing, partnership or completion of the project, that has put at risk the achievement of the results planned and stated in the latest version of the approved Application Form;
 - f) the project outputs and results are not in line with those described in the approved application;
 - g) the LP has failed to submit required reports (e.g. the progress reports according to the overview table of reporting targets and deadlines annexed to this contract) or proofs, or to supply necessary information provided that the LP has received a written reminder setting an adequate deadline and explicitly specifying the legal consequences of a failure to comply with requirements and has failed to comply with this deadline;

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- h) the LP has infringed its duty to ask for prior written approval where indicated by this contract or in the Programme Manual or has failed to immediately report events delaying or preventing the implementation of the project funded or any circumstances that mean a change of the disbursement conditions and frameworks as laid down in this contract;
 - i) the LP or its PPs obstruct or prevented the financial control and auditing as indicated in § 11 of this contract;
 - j) the amount of funding awarded has been partially or entirely misapplied for purposes other than those agreed upon;
 - k) insolvency proceedings are instituted against the assets of the LP or one of the PPs or insolvency proceedings are dismissed due to lack of assets for cost recovery or the LP or one of the PPs closes down or liquidates, provided that this appears to prevent or risk the achievement of the project objectives;
 - l) the provisions related to income and revenues as mentioned in § 14 and 15 of this contract are infringed or the LP does – for any other reasons – not make available the outputs to the MA;
 - m) exceeding the permissible limits of the funding regulations (e.g. Article 61 of Regulation (EU) No 1303/2013) the LP wholly or partly sells, leases or lets the project outputs/results to a third party;
 - n) regulations of EU-law including the horizontal policies or national regulations have been violated;
 - o) the ownership of project outputs having the character of investments in infrastructure or productive investments did not remain with the concerned LP and/or PPs for the timeframe and under the conditions set in Article 71 of Regulation (EU) No 1303/2013;
 - p) it has become impossible to verify that the progress report is correct and thus the eligibility of the project by funding from Interreg IPA CBC Italy Albania Montenegro Programme;
 - q) the LP and/or any of the PPs is in the situation of undertaking in difficulty, within the meaning of point 24 (in conjunction with point 20) of the “Guidelines on State aid for rescuing and restructuring non-financial undertakings in difficulty” (Communication from the Commission No. 2014/C 249/01 of 31.07.2014) as well as in compliance with Article 3(3) d) of Regulation No 1301/2013;
 - r) the LP has failed to fulfil any other conditions or requirements for assistance stipulated in this contract and the provisions it is based on, notably if these conditions or requirements are meant to guarantee the successful achievement of the programme objectives;
2. Prior to or instead of terminating the contract as provided for in this article, the MA may suspend payments as a precautionary measure, without prior notice. This measure shall be lifted as soon as the reasons for such measures cease to apply or requested proof can be furnished.
3. If the MA exercises its right of termination and the LP is demanded full or partial repayment of amounts already paid, the LP is obliged to transfer the repayment amount to the MA. The repayment amount is due within one months following the date of the letter by which the MA asserts the repayment claim; the due date will be stated explicitly in the order for recovery.
4. If a LP or PP fails to return unduly paid funds in another project funded by the Interreg IPA CBC Italy Albania Montenegro, the MA has the right to withdraw the corresponding IPA from any open payment in this project.
5. If the MA exercises its right of termination, offsetting by the LP is excluded unless its claim is undisputed or recognised by declaratory judgement.

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6. If the MA exercises its right of termination and the LP is demanded full or partial repayment of amounts already paid. Any delay in effecting repayment shall give rise to interest on account of late payment, starting on the due date and ending on the date of actual payment. The rate of the late interest applied to the amount to be recovered will be calculated in accordance with Article 147 of Regulation (EC) No. 1303/2013.
7. After termination of this contract, the LP's obligations (inter alia §§ 10, 11, 12, 17, 20) and liabilities remain.
8. Bank charges incurred by the repayment of amounts due to the MA shall be borne entirely by the LP.
9. If any of the circumstances indicated in the aforementioned point 1 of this paragraph occur before the full amount of subsidy has been paid to the LP, payments may be discontinued and there shall be no claims to payment of the remaining amount.
10. As laid out in § 2.3, the MA is entitled to terminate this contract if the European Commission fails to make the funds available due to reasons that are outside of the sphere of influence of the programme.
11. Any further legal claims shall remain unaffected by the above provisions.

Article 18: FORCE MAJEURE

1. Force majeure shall mean any unforeseeable and exceptional event affecting the fulfilment of any obligation under this subsidy contract, which is beyond the control of the LP and PPs and cannot be overcome despite their reasonable endeavours (e.g. substantial changes due to changes in political or financial terms). Any default of a product or service or delays in making them available for the purpose of performing this 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 subsidy contract, the LP shall notify the MA via the JS without delay, stating the nature, likely duration and foreseeable effects.
3. If the MA is subject to force majeure liable to affect the fulfilment of its obligations within the framework of this subsidy contract, it shall notify it to the LP without delay, stating the nature, likely duration and foreseeable effects.
4. Neither the MA nor the LP or the PPs shall be considered to be in breach of their obligations to execute the project if it has been prevented from complying by force majeure. Where LP or PPs cannot fulfil their obligations to execute the project due to force majeure, grant for accepted eligible expenditure occurred may be made only for those activities which have actually been executed up to the date of the event identified as force majeure. All necessary measures shall be taken to limit damage to the minimum.

Article 19: LITIGATION

1. This contract is governed by and construed in accordance with the laws of the Republic of Italy. Thus, the laws of Italy shall apply to all legal relations arising in connections with this agreement.
2. In case of disputes between the MA and the LP, presumption of the good faith from the LP will be privileged and, prior to litigation, mediation procedures shall be set in place.
3. In case of litigation the venue is the court of competent jurisdiction at the seat of the Regione Puglia, Bari (Italy). Legal proceedings will be in Italian.

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Article 20: FINAL PROVISIONS

1. All the provisions mentioned in this contract shall apply and the rights and obligations derived thereof shall become part of this contract. All cited laws, regulations and Programme documents mentioned are applicable in their currently valid version. The LP declares to respect the legal framework as mentioned and to contractually forward this obligation to the project partnership.
2. The programme language is English. Thus, all correspondence with the MA/JS under this contract must be in English language. Documents have to be submitted as requested in this contract or other programme documents.
3. Unless otherwise stated, all communication is sent to the JS with its office as mentioned on the programme website.
4. If any provision in this contract should be wholly or partly ineffective, the parties to this contract undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.
5. In case of differences that are not ruled by this contract, the parties agree to find a conjoint solution.
6. Amendments and supplements to this contract and any waiver of the requirement of the written form must be in written form and have to be indicated as such. Consequently, any changes of the present contract shall only be effective if they have been agreed on in writing and have been designated as amendment of or supplement to the contract.
7. Any costs, fees or taxes not eligible or any other duties arising from the conclusion or implementation of this agreement shall be borne by the LP and/or its PPs.
8. Two copies will be made of this agreement; of which each party keeps one. The LP is free to accept and sign this contract within one month after having been offered it by the MA (date of the submission by e-mail). After one month, the offer of the MA loses any relevance unless the MA agrees to a prolongation of this period of time.
9. The present contract shall come into force upon signature of both parties to this contract, unless otherwise provided for by article 10 (20). It remains valid as long as any duties linked to the IPA subsidy might be claimed and, in any case, at least until the end of the applicable retention period as communicated by the MA to the LP in compliance with the Programme Manual.

Written in _____ (_____) original copies,

Managing Authority
Interreg IPA CBC Italy Albania Montenegro

Official stamp of the Signatory (if existing)

[Signature]

Name of the Signatory

Place and date

Position of the Signatory

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LEAD PARTNER

Project _____

Official stamp of the Signatory (if existing)

[Signature]

.....
Name of the Signatory

Place and date

Position of the Signatory

Please attach a copy of a valid identity document (e.g. identity card, passport)

Annex

1. Joint Monitoring Committee Decision of 18 December 2019 and W.P.20 closed on 23/06/2020
2. Minutes of the Negotiation meeting
3. Application form, in its current valid version
4. Overview table on reporting periods and deadlines
5. CUP-No. declaration (Applicable only to Italian Lead partners)

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ANNEX 4 – Reporting periods and deadlines

Period number	Duration (month)	Start date	End date	JPR Reporting date
0				
1	6	01.07.2020	31.12.2020	30.03.2021
2	6	01.01.2021	30.06.2021	30.09.2021
3	6	01.07.2021	31.12.2021	30.03.2022

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ANNEX 5 – CUP No. declaration (applicable to Italian partners)

Italian partners shall fill in and sign following declaration in the applicable version A for public and B for private bodies.

Version A – Declaration by Italian PUBLIC lead partner

-In compliance with art. 11 of the Italian law no.3/2003, Italian partners have the obligation to request and use a unique identification number (CUP) for each project, as a measure supporting transparency and control of public investments, therefore mitigating fraud risk.

-Furthermore, according to CIPE Decisions no. 45 /2011 and no. 143/2002, the CUP no. is obligatory for all Italian partners EU co-financed projects, even within the European Territorial Cooperation, therefore also for the Interreg IPA CBC Italy-Albania-Montenegro.

-In particular, decision no. 45/2011 specified that if the contributions are paid to public bodies or bodies governed by public law the CUP is requested by each public body or body governed by public law; if contributions are paid to private partners, the managing authority shall request the CUP for the private partner.

On this legal basis, I, the undersigned, [name, surname], as the legal representative of <name of the Project Partner's organisation in original language> acting as Lead Partner /Project Partner in the project < project acronym>,

declare that

- The CUP no. related to this co-funded project is CUP NO. , [CUP NO],
- I commit to use the CUP no., together with the project no. and identification provided in the eMS system, by the organisation I represent, in the financial flows related to the project, such as for payments to contractors, invoices and contracts.

I acknowledge that untruthful/false declarations, in addition to the administrative sanctions and the request for refunding unduly received contribution charged with the interests, can also be prosecuted according to the relevant penal law.

.....
Name of the Signatory - Signature

.....
Place and date

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Version B – Declaration by Italian PRIVATE lead partner

-In compliance with art. 11 of the Italian law no.3/2003, Italian partners have the obligation to request and use a unique identification number (CUP) for each project, as a measure supporting transparency and control of public investments, therefore mitigating fraud risk.

-Furthermore, according to CIPE Decisions no. 45 /2011 and no. 143/2002, the CUP no. is obligatory for all Italian partners EU co-financed projects, even within the European Territorial Cooperation, therefore also for the Interreg IPA CBC Italy-Albania-Montenegro.

-In particular, decision no. 45/2011 specified that if the contributions are paid to public bodies or bodies governed by public law the CUP is requested by each public body or body governed by public law; if contributions are paid to private partners, the managing authority shall request the CUP for the private partner.

On this legal basis, I, the undersigned, [name, surname], as the legal representative of <name of the Project Partner's organisation in original language> acting as Lead Partner /Project Partner in the project < project acronym>,

declare that

I commit to use the CUP number, which I am going to receive from the Managing Authority in relation to this co-funded project, together with the project no. and identification provided in the eMS system, by the organisation I represent, in the financial flows related to the project, such as for payments to contractors, invoices and contracts.

I acknowledge that untruthful/false declarations, in addition to the administrative sanctions and the request for refunding unduly received contribution charged with the interests, can also be prosecuted according to the relevant penal law.

.....
Name of the Signatory - Signature

.....
Place and date

Interreg - IPA CBC

Italy - Albania - Montenegro



ALLEGATO C1

PARTNERSHIP AGREEMENT

Between the Lead Beneficiary – _____ (Lead Partner)

and the beneficiaries (Partners) of the Operation (Project)

“_____/No. _____ SMALL/ Targeted Call for Project Proposals”

co-financed by the European Union under the Instrument for Pre-Accession Assistance (IPA)

Interreg IPA CBC Italy–Albania–Montenegro 2014/2020

LEAD BENEFICIARY (LEAD PARTNER)

1. Name of the LP _____

Address _____

Represented by: Mr.

and the PROJECT BENEFICIARIES (PROJECT PARTNERS)

2. Name of the PP2 _____

Address _____

Represented by <duly authorised to lawfully bind the organisation in relation to third parties> in its capacity as Partner No. 2: **Mr.**

3. Name of the PP3 _____

Address _____

Represented by <duly authorised to lawfully bind the organisation in relation to third parties> in its capacity as Partner No. 3: **Mr.**

4. Name of the PP4 _____

Address _____

Represented by <duly authorised to lawfully bind the organisation in relation to third parties> in its capacity as Partner No. 4: **Mr.**

PROJECT /No. SMALL/ Targeted Call for Project Proposals

5. Name of the PP5 _____

Address _____

Represented by <duly authorised to lawfully bind the organisation in relation to third parties> in its capacity as Partner No. 5: **Mr.**

herein referred to as the “Parties”

With regard to the framework of the regulations and provisions hereunder:

- A. Regulation (EU) No 231/2014 of the European Parliament and of the Council of 11 March 2014 establishing an Instrument for Pre-accession Assistance (IPA II) hereinafter referred to as IPA II Regulation
- B. Commission Implementing Regulation (EU) No 447/2014 of 2 May 2014 on the specific rules for implementing Regulation (EU) No 231/2014 of the European Parliament and of the Council establishing an Instrument for Pre-accession assistance (IPA II)
- C. Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 on common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and on general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006
- D. Regulation (EU) No 1301/2013 of the European Parliament and of the Council of 17 December 2013 on the European Regional Development Fund and on specific provisions concerning the Investment for growth and jobs goal and repealing Regulation (EC) No 1080/2006
- E. Regulation (EU) No 1299/2013 of the European Parliament and of the Council of 17 December 2013 on specific provisions for the support from the European Regional Development Fund to the European territorial cooperation goal
- F. Regulation (EU, Euratom) No 1046/2012 of the European Parliament and of the Council of 18 July 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 966/2012
- G. Regulation (EU) No 1302/2013 of the European Parliament and of the Council of 17 December 2013 amending Regulation (EC) No 1082/2006 on a European grouping of territorial cooperation (EGTC) as regards the clarification, simplification and improvement of the establishment and functioning of such groupings
- H. Regulation (EU) No 1407/2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to *de minimis* aid

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- I. Commission Delegated Regulation (EU) No 481/2014 of 4 March 2014 supplementing Regulation No 1299/2013 of the European Parliament and of the Council with regard to specific rules on eligibility of expenditure for cooperation Programmes
- J. Directives and rules on public procurement: Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC; Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC; Directive 2014/23/EU of the European Parliament and of the Council of 26 February 2014 on the award of concession contracts; Procedures and practical guide (PRAG) on public procurements.
- K. Regulation (EU) No 236/2014 of the European Parliament and of the Council of 11 March 2014 laying down common rules and procedures for the implementation of the Union's instruments for financing external action
- L. Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 1046/2018 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union
- M. The Respective Financing Agreements concluded by European Commission with Albania and Montenegro;
- N. The decision on 18 December 2019 of the Joint Monitoring Committee (Annex 1) and the approved Application Form (Annex 2);
- O. The Programme Manual as in force, as well as the terms specified in the First Call for project proposals;
- P. The Italian/Albanian/Montenegrin Law, being the law of the country of the Lead Partner, is applicable to this contractual relationship and for the purpose of implementing the project entitled [REDACTED]/No. [REDACTED] SMALL/Targeted Call project Proposals".

have agreed and accepted the following provisions:

Article 1: Definitions

For the purposes of this partnership agreement the following definitions apply:

- **Project partner:** any institution financially participating in the project and contributing to its implementation, as identified in the approved application form. It corresponds to the term "beneficiary" used in the European Structural and Investment Funds Regulations.
- **Lead partner (LP):** the project partner who takes the overall responsibility for the submission and the implementation of the entire project according to Article 13 (2) of Regulation (EU) No 1299/2013. It corresponds to the term "lead beneficiary" used in the European Structural and Investment Funds Regulations.

PROJECT [REDACTED]/No. [REDACTED] SMALL/ Targeted Call for Project Proposals

- **Associated partner:** any institution/body involved as observer in the project without financially contributing to it, as identified in the approved project application form.

Article 2: Project Objectives

1. The project "[REDACTED]/No. [REDACTED] SMALL/Targeted Call project Proposals" (hereinafter "the project") is based on the Objectives of Interreg IPA CBC Italy – Albania – Montenegro Programme 2014/2020 as set out in the Operational Programme. The Programme aims to strengthen cross-border cooperation for smart and sustainable development of the territories involved, with a view to pre-accession of Albania and Montenegro to the European Union.
2. The Programme objectives are, in summary: enhance the framework conditions for the development of SME's cross-border market; boost attractiveness of natural and cultural assets to improve a smart and sustainable economic development; increase the cooperation of the key actors of the area for the delivery of innovative cultural and creative products; Increase cross-border cooperation strategies on water landscapes; Promoting innovative practices and tools to reduce carbon emission and to improve energy efficiency in public sector; increase coordination among relevant stakeholders to promote sustainable cross border connections in the cooperation area.
3. The project specific objectives are those precisely identified in the approved application form, which is integral part of this agreement.

Article 3: Subject of the Partnership Agreement

1. This partnership agreement lays down the arrangements regulating the relations between the LP and all Project Partners in order to ensure a sound implementation of the project "[REDACTED]/No. [REDACTED] SMALL/Targeted Call project Proposals" as in the latest version of the approved application form as well as in compliance with the conditions for support set out in the European Structural and Investment Funds Regulations, delegated and implementing acts, the programme rules based thereon and the subsidy contract signed between the Managing Authority and the LP.
2. The LP and all project partners commit themselves in jointly implementing the project in accordance with the latest version of the approved application form, 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.
3. The LP and all 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 shall be adjusted accordingly.
4. The present partnership agreement serves also explicitly as written mandate by the project partners to LP and authorises the latter to perform the specific duties and responsibilities as set out below.
5. The terms of reference of the project are indicated in the annex. The annex comprises:
 - The **Decision** of 18 December 2019 of the Joint Monitoring Committee (Annex 1);
 - the **Application Form** as approved by the Joint Monitoring Committee and it is an integral part of this Partnership Agreement (Annex 2);
 - list of **bank accounts** of the project partners (see related section of the application form);
 - private partners' **financial guarantees**, where applicable (Annex 4).

Article 4: Duration of the Agreement

1. This Partnership Agreement shall take effect on the date is signed by all partners. The obligations related to audit and recoveries of unduly paid amounts shall remain in force even after the agreement termination date.
2. Upon approval by the Managing Authority of the final joint Progress Report, the agreement shall terminate on the date each of the Project Partners receives its share of the last payment of IPA co-financing. Audits and recovery proceedings, as regulated by the EU legislation, may occur even after the termination of this agreement.
3. This agreement has entered into force for the duration stipulated in article 4.1 and cannot be extended without the written permission of the Managing Authority following the procedure described in the Programme Manual, as in force.
4. Following the termination of the agreement, all Project Partners are obliged to comply with the obligations concerning the maintaining and filing of documents for a period of at least three years from 31 December following the submission of the final progress report of the project according to art.140, par.1 of Regulation (EU) No 1303/2013.

Article 5: Lead Partner

The Lead Partner of the project:

- a. is entitled to represent the Project Partners in the project.
- b. Is responsible for the overall coordination, management and implementation of the project vis-à-vis the Managing Authority.
- c. Ensures that the partners participating in the project implement the project activities agreed between those partners as specified in the approved Application Form.
- d. Shall receive IPA contribution for the entire project and transfer it to the other partners participating in the project within one month of its receipt.
- e. Shall appoint a Project Manager who has operational responsibility for the implementation of the overall project.
- f. Will ensure timely commencement of the project and implementation of the entire project within the time schedule in compliance with all obligations to the Managing Authority. The Lead Partner shall notify the JS of any factors that may adversely affect implementation of the project activities and/or financial plan.
- g. Shall prepare a work plan setting out tasks to be undertaken as part of the project, the role of the project partners in their implementation, and a project budget.
- h. Shall prepare and submit the joint progress reports including supporting documents, according to the Programme Manual, as in force, and additional requested documents and/or informations from JS and Managing Authority.
- i. Shall address requests for project modifications, according to the Programme Manual, as in force.
- j. Shall be, in general, the contact point representing the partnership for any communication with the Joint Secretariat (JS)/MA or any other of the Programme Structures.
- k. Retains at all times, for control purposes, all files, documents and data relevant to the project on customary data storage media in a safe and orderly manner for at least three years after the

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closure of the Operational Programme. Other possibly longer statutory retention periods, as might be stated by national law, remain unaffected.

- I. Any other tasks agreed with the project partners. [...add as appropriate]

Article 6: Project Partners

1. Project Partners are the bodies responsible for carrying out specific project activities in the manner and scope indicated in the approved application form. Project Partners commit themselves to undertake all steps necessary to support the LP in fulfilling its obligations as specified in the subsidy contract signed between the MA and the LP as well as in this agreement.
2. The Project Partners will be responsible for:
 - a. Carrying out the specific activities set out in the application form;
 - b. Providing all information and data to the Lead Partner that is required by the latter to coordinate and monitor the implementation of the project and to perform its reporting duties toward the Managing Authority;
 - c. Notifying the Lead Partner of any factors that may adversely affect implementation of the project in accordance with the work plan;
 - d. Project partners are responsible to return to the Lead Partner any amounts of IPA contribution unduly paid concerning their participation in the project, within a month by the receipt of the written request of the Lead Partner, which must be accompanied by the relevant decision of the Programme Authorities. For the national co-financing the specific regulation of the country granting it applies.
3. In particular, for the part of the project for which it is responsible, each PP shall ensure:
 - a. that it is in compliance with relevant rules concerning equal opportunities, protection of environment, financial management, branding, public procurement and State aid;
 - b. that the activities carried out are strictly related to the approved Application Form and approved project changes.
 - c. that it is implemented in observation of the rules and procedures set in the Programme Manual (e.g. with regard to monitoring the project physical progress, recording and storing of documents, written requests for project changes, implementation of information and publicity measures etc.);
 - d. that in case of aid granted under the *de minimis* regime all necessary requirements provided for in Regulation (EU) No 1407/2013 are respected by the PP concerned and also, when necessary, by those bodies benefitting of project activities/outputs;
 - e. that programme requirements, as provided for in the Programme Manual and in line with subsidy contract signed between the MA and the LP, are strictly respected.
4. Each Project Partners confirms, according to Regulation (EU) 679/2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, that the MA is entitled to use personal data which are contained in the approved application form and which are acquired in the organs and authorised representatives of the following bodies and authorities: national control bodies and bodies and authorities involved in audits carried out for the programme, European Commission, auditing bodies of the European Union, the Ministry of Finance of the Republic of Italy or any other institution responsible for conducting audits or controls according to European Union's or national laws.

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5. Each Project Partner shall set up a physical and/or electronic archive which allows storing data, records and documents composing the audit trail, in compliance with requirements described in the Programme Manual. The location of the abovementioned archive is indicated in the programme electronic monitoring system and each PP commits itself to promptly inform the LP on any change of location.
6. Project Partners agree to take all necessary steps enabling the Lead Partner to comply with its responsibilities as set out in the Subsidy Contract.

Article 7: Specific Activities

Lead partner and project partners agree to perform activities as specified in the enclosed application form of the project, which is integral part of this agreement.

Article 8: Organizational Structure of the Partnership

1. For a sound implementation and management of the project a project steering committee will be set up. The project steering committee will be responsible for monitoring the implementation of the project. The project steering committee will be chaired by the Lead Partner. Its members shall include the Lead Partner and project partners. Associated partners shall be invited to take part in the steering committee meetings in an advisory capacity. External key stakeholders may also be invited to take part to one or more meetings in an observer/advisory capacity. The project steering committee shall meet regularly in order to monitor the progress of the project. The JS and the MA can also be invited to attend the meetings.
2. The project steering committee will have the authority to delegate specific tasks or responsibilities to such sub-committees or working groups as it shall deem appropriate to establish.

Article 9: Project activities implemented by third parties on behalf of the project partner

1. In case of cooperation with third parties, including subcontractors or in-house bodies, delegation of part of the activities or of major outsourcing, the project partner concerned shall remain solely responsible to the Lead Partner, concerning compliance with its obligations as set out in this Partnership Agreement. The project partner shall duly inform the lead partner about any delegation or major outsourcing.
2. No project partner shall have the right to transfer its rights and obligations under this Partnership Agreement without the prior consent of all the other project partners.
3. Cooperation with third parties including subcontractors and in-house bodies shall be undertaken in accordance with the rules and procedures set out in EU and national public procurement laws and regulations.

Article 10: Project Budget

1. The Lead Partner is responsible for preparing a project proposal setting out an estimate budget and funding (IPA and national co-financing).
2. The project budget shall exclusively take the form of reimbursement of eligible costs declared by beneficiaries on the basis of lump sum, according to the Art. 67 p.1(c) of Regulation (EU) No

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1303/2013. As defined in the relevant provisions of the Targeted Call for Project Proposals, the awarded grant can use lump sum for three typologies of actions:

1. Preparation cost;
2. Workshop, seminars and conferences;
3. Incoming missions & B2B meetings.

Each Project Partner is responsible towards the LP for guaranteeing a sound management of its budget as indicated in the latest version of the approved application form, and pledges to release its part of the co-funding. The budget of the project proposal shall be denominated in Euro.

The budget allocated to each partner as well as the project total budget is presented in the table below:

	Partner	Total eligible budget	IPA II co-financing (%)	IPA II	Total contribution
LP		€	85%	€	€
PP2		€	85%	€	€
PP3		€	85%	€	€
Total		€		€	€

3. The IPA financial contributions shall be paid into the account of the Lead Partner who shall be responsible for the administrative and financial management of the funds and for transferring the funds to the respective project partners in full and without delay in accordance with project actions effectively carried out and according to the procedure set in the Subsidy Contract. For the national co-financing the related national rules shall apply.

Article 11: Pre-financing (where applicable)

1. Whereas requested, the LP shall receive a pre-financing amount of 30% of IPA contribution by signature of the subsidy contract and the pre-financing amount shall be transferred upon payment and without delay to the project partners pro quota regarding their respective budget. The pre-financing shall be offset with the final payment to the LP.

2. Not-compulsory clause (the lead partner may decide to use it or not)

Private project partners shall provide the lead partner with a financial guarantee (or a guarantee provided by the respective national authority as specified in the Programme Manual) covering own pre-financing amounts. The guarantee shall be issued prior to the signature of this partnership agreement according to the rule specified in the call for project proposals and to the conditions laid down in the Subsidy Contract.

Article 12: Monitoring and Management verification, Reporting and request for payments

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1. The Lead Partner has overall responsibility for monitoring the actions undertaken by the project partners on an ongoing basis.
2. The Lead Partner is responsible for submitting joint progress reports to the JS throughout the lifetime of the project (as indicated in the Subsidy Contract) and by the official end date of the project in order for final payment to be received. These reports should provide details of the activities undertaken as part of the project, the progress/outcomes achieved against targets, an explanation for any variances against the work plan's targets for physical outputs and budget, and proposed corrective actions, and any other information deemed relevant.
3. The objective of management verifications of the typologies of lump sums as mentioned in Article 10 is to verify that the lump sum outputs of the projects occurred in reality and the related activities are effectively carried out and performed by the beneficiaries. Costs of the activities reported as a lump sum shall be eligible in the amount of the lump sum set out for the related activities and if the corresponding tasks or parts of the action have been properly implemented in accordance with applicable Application Form.
4. The LP and PPs accept the "Terms of service for the use of the Interreg IPA CBC Italy-Albania-System electronic Monitoring System (eMS)" in the current valid version published in the eMS platform.
5. Each Project Partners may only request, via the LP, payments of the contribution by providing proof of progress of its respective part(s) of the project towards the achievement of the outputs and results as set in the approved application form. To this purpose, each project partners commits to providing the LP with complete and accurate information needed to draw up and submit progress and final reports and, where possible, the main outputs and deliverables obtained in line with the approved application form. The reporting periods and reporting deadlines are laid down in the Annex 3 to present Agreement (the same overview table annexed to the subsidy contract).
In order to meet the abovementioned deadlines each project partner is obliged to supply the Lead Partner with all information and documentation that the latter deems necessary for the preparation of reports of any kind to the JS/MA or any other structure of the Programme.
Following the approval of the joint progress report by the MA/JS and the respective IPA funds have been transferred to the LP account, the LP shall forward the respective IPA share to each PP without any delay and in full to their bank accounts. Bank accounts shall be whenever possible specific for the project and shall provide for registration in Euro (EUR; €) of total expenses (expenditure) and of the return (income) related to the project. Changes of the account number shall be duly notified to the LP.
6. Requests for postponement of the reporting deadline may be granted only in exceptional and duly justified cases. They shall be asked by the LP to the MA via the JS at the latest one week prior to the due deadline.
7. The Lead Partner shall inform all project partners on a regular basis of all relevant communication between the Lead Partner and the Managing Authority, the Joint Secretariat and the Certifying Authority.
8. The national co-financing of Italian public bodies is regulated separately from this contract.

Article 13: Financial Control and Audits

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1. The European Commission, the European Anti-Fraud Office (OLAF), the European Court of Auditors (ECA) and, within their responsibility, the auditing bodies of the participating countries or other national public auditing bodies as well as the Programme Audit Authority, the MA, the respective National Authorities in Albania and Montenegro, or CA and the JS are entitled to audit the proper use of funds by the LP or by its PPs or to arrange for such an audit to be carried out by authorised persons. The LP and PPs will be notified in due time about any audit to be carried out.
2. For control and audit purposes, the Lead Partner and the Project Partners shall:
 - A. Retain all files, documents and data concerning the project for a period of at least three years from 31 December following the submission of the accounts in which the activities related to the final joint progress report of the project is included, according art.140, par.1 of Regulation (EU) No 1303/2013.
 - B. Make all the necessary arrangements to ensure that any controls and audits, notified by the duly authorized regional, national, and Community Authorities, can be carried out.
 - C. Give the controlling/auditing authorities any information about the project they request and give them access to the accounting books, supporting documents and other documentation related to the project.
3. In case an audit or verification by the Audit Authority, the European Commission, the National and European Court of Auditors, or any other control set by the National legislations substantially detects a failure in the verification of the existence or completeness of the outputs delivered or an error in the calculation method applied by the MA for the lump sum, the MA reserves the right to require the LP and PPs additional documentation of the expenditures incurred, necessary to respond to the specific findings.

Article 14: Publicity, Communication and Branding

1. The Project Partners shall implement the communication and publicity measures in accordance with the project application form and European Union Regulations on information and publicity measures to be carried out by the States of the Programme concerning co-financing from the Investment and Structural Funds. They shall play an active role in any actions organised to disseminate the results of the project. Any public relations measure shall be coordinated by the Lead Partner.
2. Unless the MA requests otherwise, each PP shall ensure that any notice or publication made by the project, including presentations at conferences or seminars, shall point out that the project was implemented through financial assistance from the Interreg IPA CBC Italy-Albania-Montenegro Programme as required by Annex XII to Regulation (EU) 1313/2013. All information, communication and branding measures of the project shall be carried out in accordance with the aforementioned rules, the latest version of the approved application form, the Programme Manual and any other guidelines issued by the programme on the matter. The LP shall provide the PPs with relevant documents and any programme guidelines.
3. The LP must ensure that all the Project Partners and itself respect the additional branding requirements as laid down in the Programme Manual which forms an integral part of this agreement.
4. Each Project Partner shall ensure that any notice or publication relating to the project made in any form and by any means, including the Internet, states that it only reflects the author's view and that the programme authorities are not liable for any use that may be made of the information contained therein.

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5. All Project Partners also takes the full responsibility for the content of any notice, publication and marketing product provided to the MA which has been developed by the Project Partners or third parties on behalf of the Project Partners. The Project Partners are liable in case a third party claims compensation for damages (e.g. because of an infringement of intellectual property rights). The Project Partners will indemnify the LP in case the LP suffers any damage because of the content of the publicity and information materials.
6. Each Project Partner shall comply with all publicity, communication and branding obligations (e.g. on the use of the programme logo, information requirements, organisation of events etc.) as further specified in the Programme Manual.
7. The LP and each Project Partner authorise the programme authorities to publish, in any and by any means, the following information:
 - a. the name of the LP and its Project Partners;
 - b. contact data of project representatives;
 - c. the project name;
 - d. the summary of the project activities;
 - e. the objectives of the project and the subsidy;
 - f. the project starting and end dates;
 - g. the IPA funding and the total eligible cost of the project;
 - h. the geographical location of the project implementation;
 - i. abstracts of the progress reports and final report;
 - j. whether and how the project has previously been publicised.
8. The MA is entitled to furthermore use these data for information and communication purposes as listed in Annex XII of Regulation (EU) No 1303/2013. Any communication campaign, media appearance or other publicity of the project shall be communicated to the MA/JS for potential website updates or showcases.
9. The MA on behalf of the JMC and of other programme promoters at national level is entitled to use the outputs of the project in order to guarantee a wide spreading of the project deliverables and outputs and to make them available to the public. All Project Partners agree that the outputs are forwarded by the MA to other programme authorities as well as the countries taking part in the programme to use this material to showcase how the subsidy is used.

Article 15: Dissemination of Project Outcomes

The Lead Partner and the Project Partners shall take note of the fact that the results of the project may be made available to the public and they agree that the results of the project shall be available to all interested parties. Furthermore, they commit to actively participate in any actions organised to capitalize on and disseminate the results of the project.

Article 16: Property Rights

1. The Lead Partner and the Project Partners shall ensure that all products developed within the framework of the project are, subject to the provisions of national laws regarding intellectual property, kept free of all rights. They explicitly commit to giving up all patrimonial and commercial rights on teaching material, methodologies and other products of any nature resulting from the project.

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2. The result of the joint activities covered by the agreement concerning reports, documents, studies, electronic data and other products, disseminated free of charge or commercially, are the joint property of the Partners.
3. The Project Partners dispose of the property in accordance with mutually agreed upon rules, based on the prevailing rules of co-authorship.

Article 17: Confidentiality Requirements

1. Although the nature of the implementation of this Project is public, it has been agreed that part of the information exchanged in the context of its implementation between the Project Partners themselves or with the MA, JS and the Joint Monitoring Committee, can be confidential. Only documents and other elements explicitly provided with the statement “confidential” shall be regarded as such. This, for example, concerns studies that have been made available to one of the parties in the context of the Project concerning methods, know how, files or any other type of document labelled confidential. This information can only be used by the Partners according to the provisions of this agreement.
2. Project Partners commit to taking measures so 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 Lead Partner and the partner institution that provided the information. The Project Partners commit to taking the same measures to maintain the confidential nature of the information, as they would do should it concern their own confidential information.
3. This confidentiality clause shall remain in force for 5 years following the termination of this agreement.

Article 18: Modifications, Withdrawals

1. This present Partnership Agreement can only be changed by means of a written amendment that is signed by all project partners. Modifications to the project (work plan, budget, etc.) that are approved according to the procedure described in the Programme Manual shall be effective as alterations of this present Partnership Agreement. In case of changes in the partnership, this partnership agreement shall be amended accordingly and signed by the LP and the Project Partners, including the new Project Partner if applicable.
2. Changes in budget allocations as well as changes in activities/outputs and project duration are allowed as long as the maximum amount of funding awarded is not exceeded, if provisions related to State aid discipline are respected and if they follow the conditions and procedures as set out in the Programme Manual.
3. The Lead Partner and the Project Partners agree not to withdraw from the project unless there are unavoidable reasons for it. If this were nonetheless to occur, the Lead Partner and the project partners shall endeavor to cover the contribution of the withdrawing project partner, either by assuming its tasks or by asking one or more new partners to join the partnership.

Article 19: Non-fulfillment of Obligations or Delay

1. All Project Partners are obliged to promptly inform the Lead Partner and to provide the latter with all the useful details should there be events that could jeopardise the implementation of the Project.

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2. Should one of the Project Partners be in default, the Lead Partner shall admonish the respective partner to comply within a reasonable period of time, a maximum of one month.
3. Should the non-fulfilment of obligations continue, the Lead Partner may decide to exclude the Project Partner concerned from the Project, with approval of all the other members of the project steering committee. Any modification in the Project Partnership has to acquire approval of the Joint Monitoring Committee.
4. The debarred partner is obliged to refund to the Lead Partner any IPA funds that have been unduly received, within the month following notification.
5. In the event of total or partial incompleteness of the obligations of any of the project partners or in the event of material errors in the effective execution of project activities, each cosignatory member of the present Partnership Agreement undertakes to reimburse the Lead Partner any funds that have been unduly received, within the month following notification.
6. In cases where the non-fulfilment of a Project Partner's obligations has financial consequences for the funding of the Project as a whole, the Lead Partner may demand compensation to cover the sum involved.
7. In case that the Managing Authority has proof for irregularities in the project, it will demand the return of all or part of the funding paid out for the project from the Lead Partner who will claim the amount concerned by the respective partner/s. In the event that the recovery of funds is not possible, the Lead Partner must immediately inform the Managing Authority who will inform the respective participating country/s. The demand of return of all of the funding paid out for the project shall automatically mean the termination of the present contract.

Article 20: Reduction and Discontinuation of the Subsidy Contract / Withdrawal or recovery of unduly paid-out funds, decommitment of funds

1. Should the Joint Monitoring Committee be forced to reduce or discontinue the funding referred to in the Subsidy Contract, and should this entail full or partial refunding of the Programme funds already transferred, all Project Partners are obliged to refund the Programme funds accordingly.
2. Should the MA in accordance with the provisions of the subsidy contract, the Programme Manual and the relevant provisions of this agreement, demand the repayment of subsidy already transferred to the LP, every PP is obliged to transfer its portion of undue paid out amount to the LP in compliance with Article 27(2) of Regulation (EU) No 1299/2013. The LP shall, without delay, forward the letter by which the MA has asserted the repayment claim and notify every PP of the amount repayable. Alternatively, and when possible, the repayment amount will be offset against the next payment of the MA to the LP or, where applicable, remaining payments can be suspended. In case repayment is deemed as necessary, this repayment is due within one month following the date of the letter by which the MA asserts the repayment claim to the LP. The LP shall be entitled to set an internal deadline to the concerned PPs in order to meet the MA requests. The amount repayable shall be subject to interest according to the relevant article of the subsidy contract. Further provisions of the subsidy contract shall apply by analogy.
3. In case the PP does not repay the LP the irregular amounts by the deadline specified in the recovery letter, the LP informs the MA without delay. In duly justified cases, the MA informs the responsible authorities of the participating country, on whose territory the PP concerned is located in order to recover the unduly paid amounts from these authorities. Therefore, the respective responsible

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authority of the participating country is entitled to claim the unduly paid funds that have been reimbursed to the MA from the PP.

4. In case that no PP can be held responsible for the request for repayment, the amount to be repaid shall be apportioned between all PPs pro rata to their project budget share.
5. Bank charges incurred by the repayment of amounts due to the MA via the LP shall be borne entirely by the concerned PPs.
6. If de-commitment of funds applies in compliance with the provisions of the Programme Manual, 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 JMC. Deduction of funds shall be done in a way not to jeopardise future involvement of PPs and implementation of activities.

Article 21: Working Language

The working language of this Partnership shall be ENGLISH. In case of translation of this document into another language, the English language version shall be the binding one.

Article 22: Legislation, Force Majeure, Disputes

1. This Partnership Agreement is governed by the Italian/Albanian/Montenegrin law being the law of the country of the Lead Partner.
2. The provisions of European Union Law, as well as the provisions of the EU Directives concerning co-ordination of procedures for the award of public service contracts, public supply contracts and public works contracts, and the provisions of Community environmental law must be complied with when entering into contracts concerning actions or investments in the context of this Project. The provisions of this agreement that unlawfully deviate from these provisions shall be deemed as unwritten.
3. 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 Project Partners 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 agreement and affecting the project performance, including, for instance, anomalies in the functioning or performance of product or services, labour disputes, strikes or financial difficulties do not constitute force majeure. If the LP or PPs are subject to force majeure liable to affect the fulfilment of its/their obligations under this agreement, the LP shall notify the MA via the JS without delay, stating the nature, likely duration and foreseeable effects. Neither the LP nor the Project Partners 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 Project Partners cannot fulfil their obligations to execute the project due to force majeure, grant 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.
4. In case of dispute between the LP and its Project Partners or among Project Partners, presumption of good faith from all parties will be privileged and any disputes shall be persecuted towards an amicable settlement. Disputes will be referred to the project steering committee. If efforts to achieve an amicable settlement should fail, the project partners are obliged to seek an out-of-court arbitration procedure.

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5. Any legal dispute that may result from or in connection with this present Partnership Agreement, including such over the validity of this present Partnership Agreement itself and this arbitration clause, will be finally decided in accordance with the jurisdiction of the country where the Lead Partner is located.

Article 23: Revenues

Earnings generated during and after the project implementation through the sales of products and merchandise, participation fees or any other provisions of services against payment must be deducted from the amount of costs incurred by the project in line with Art 61 and 65 of Regulation 1303/2013 and stipulations in the Programme Manual. The LP and each Project Partner are responsible for keeping account and documenting all revenues generated, following project activities, for control purposes.

Article 24: Legal Succession

In cases of legal succession (e.g. where the Lead Partner changes its legal form), the Lead Partner is obliged to transfer all duties under this contract to the legal successor.

Article 25: Nullity

Should one of the provisions of this agreement be declared null or void in the national law of one of the parties or the law governing this agreement, this shall not render the remaining provisions null and void. The fact that one of the parties does not request application of one of the provisions of the agreement does not imply that this party waives such provision.

Article 26: Lapse of Time

Legal proceedings concerning any issue ensuing from this agreement may not be lodged before the courts more than three years after the fact. In the event of legal proceedings concerning a claim to refund funds, a period of three years following the last transfer shall be applied, upon approval by the Joint Monitoring Committee.

Article 27: Domicile and signature

To the effect of this agreement, the Project Partners shall irrevocably choose domicile at the address stated in their letterhead where any official notifications can be lawfully served.

Any change of domicile shall be forwarded to the Lead Partner within 15 days following the change of address by registered mail.

This agreement shall start having its legal effects, when all parties have signed and the Lead Partner has received the original copies of the signed agreement.

Article 28: Concluding Provisions

The approved Application Form, the EU guidelines and the distributed financial and legal obligations are considered to be integral part of this contract between the Project Partners.

All cited laws, regulations and programme documents mentioned in this agreement are applicable in their currently valid version. If any provision in this agreement should be wholly or partly ineffective, the

PROJECT [REDACTED] /No. [REDACTED] **SMALL** / Targeted Call for Project Proposals

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.

Written in [REDACTED] ([REDACTED]) original copies,

Annex

1. Joint Monitoring Committee Decision of 18 December 2019 and W.P.20 closed on 23/06/2020
2. Application form, in its current valid version
3. Overview table on reporting periods and deadlines
4. Financial guarantees for private partners (if required by the Lead partner)
5. CUP No. declaration (Applicable only to Italian partners)

PROJECT [redacted] /No. [redacted] SMALL/ Targeted Call for Project Proposals

LP - Lead Partner of the project

[redacted] /No. [redacted] / 1st call for standard projects

Official stamp of the Signatory (if existing)

[Signature]

.....
Name of the Signatory

Place and date

Position of the Signatory

Please attach a copy of a valid identity document (e.g. identity card, passport)

PROJECT [redacted] /No. [redacted] SMALL/ Targeted Call for Project Proposals

PP2 - PARTNER 2 of the project

[redacted] /No. [redacted] / 1st call for standard projects

Official stamp of the Signatory (if existing)

[Signature]

.....
Name of the Signatory

Place and date

Position of the Signatory

Please attach a copy of a valid identity document (e.g. identity card, passport)

PROJECT [redacted] /No. [redacted] SMALL/ Targeted Call for Project Proposals

PP3 - PARTNER 3 of the project

[redacted] /No. [redacted] / 1st call for standard projects

Official stamp of the Signatory (if existing)

[Signature]

.....

Name of the Signatory

Place and date

Position of the Signatory

Please attach a copy of a valid identity document (e.g. identity card, passport)

PROJECT [redacted] /No. [redacted] SMALL/ Targeted Call for Project Proposals

PP4 - PARTNER 4 of the project

[redacted] /No. [redacted] / 1st call for standard projects

Official stamp of the Signatory (if existing)

[Signature]

.....

Name of the Signatory

Place and date

Position of the Signatory

Please attach a copy of a valid identity document (e.g. identity card, passport)

PROJECT [redacted] /No. [redacted] SMALL/ Targeted Call for Project Proposals

PP5 - PARTNER 5 of the project

[redacted] /No. [redacted] / 1st call for standard projects

Official stamp of the Signatory (if existing)

[Signature]

.....

Name of the Signatory

Place and date

Position of the Signatory

Please attach a copy of a valid identity document (e.g. identity card, passport)

PROJECT /No. **SMALL** / Targeted Call for Project Proposals

ANNEX 3 – Reporting deadlines

Period number	Duration (month)	Start date	End date	JPR Reporting date
0				
1	6	01.07.2020	31.12.2020	30.03.2021
2	6	01.01.2021	30.06.2021	30.09.2021
3	6	01.07.2021	31.12.2021	30.03.2022

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ANNEX 5 – CUP No. declaration (applicable to Italian partners)

All Italian partners shall fill in and sign following declaration in the applicable version A for public and B for private bodies.

Version A – Declaration by Italian PUBLIC lead/project partners

-In compliance with art. 11 of the Italian law no.3/2003, Italian partners have the obligation to request and use a unique identification number (CUP) for each project, as a measure supporting transparency and control of public investments, therefore mitigating fraud risk.

-Furthermore, according to CIPE Decisions no. 45 /2011 and no. 143/2002, the CUP no. is obligatory for all Italian partners EU co-financed projects, even within the European Territorial Cooperation, therefore also for the Interreg IPA CBC Italy-Albania-Montenegro.

-In particular, decision no. 45/2011 specified that if the contributions are paid to public bodies or bodies governed by public law the CUP is requested by each public body or body governed by public law; if contributions are paid to private partners, the managing authority shall request the CUP for the private partner.

On this legal basis, I, the undersigned, [name, surname], as the legal representative of <name of the Project Partner's organisation in original language> acting as Lead Partner /Project Partner in the project < project acronym>,

declare that

- The CUP no. related to this co-funded project is CUP NO. , [CUP NO],
- I commit to use the CUP no., together with the project no. and identification provided in the eMS system, by the organisation I represent, in the financial flows related to the project, such as for payments to contractors, invoices and contracts.

I acknowledge that untruthful/false declarations, in addition to the administrative sanctions and the request for refunding unduly received contribution charged with the interests, can also be prosecuted according to the relevant penal law.

.....
Name of the Signatory - Signature

.....
Place and date

PROJECT [REDACTED] /No. [REDACTED] SMALL/ Targeted Call for Project Proposals

Version B – Declaration by Italian PRIVATE lead/project partners

-In compliance with art. 11 of the Italian law no.3/2003, Italian partners have the obligation to request and use a unique identification number (CUP) for each project, as a measure supporting transparency and control of public investments, therefore mitigating fraud risk.

-Furthermore, according to CIPE Decisions no. 45 /2011 and no. 143/2002, the CUP no. is obligatory for all Italian partners EU co-financed projects, even within the European Territorial Cooperation, therefore also for the Interreg IPA CBC Italy-Albania-Montenegro.

-In particular, decision no. 45/2011 specified that if the contributions are paid to public bodies or bodies governed by public law the CUP is requested by each public body or body governed by public law; if contributions are paid to private partners, the managing authority shall request the CUP for the private partner.

On this legal basis, I, the undersigned, [name, surname], as the legal representative of <name of the Project Partner's organisation in original language> acting as Lead Partner /Project Partner in the project < project acronym>,

declare that

I commit to use the CUP number, which I am going to receive from the Managing Authority in relation to this co-funded project, together with the project no. and identification provided in the eMS system, by the organisation I represent, in the financial flows related to the project, such as for payments to contractors, invoices and contracts.

I acknowledge that untruthful/false declarations, in addition to the administrative sanctions and the request for refunding unduly received contribution charged with the interests, can also be prosecuted according to the relevant penal law.

.....
Name of the Signatory - Signature

.....
Place and date

Interreg - IPA CBC

Italy - Albania - Montenegro



ALLEGATO C2

PARTNERSHIP AGREEMENT

Between the Lead Beneficiary – _____ (Lead Partner)
and the beneficiaries (Partners) of the Operation (Project)
“_____/No. ____/ Targeted Call for Project Proposals”
co-financed by the European Union under the Instrument for Pre-Accession Assistance (IPA)
Interreg IPA CBC Italy–Albania–Montenegro 2014/2020

LEAD BENEFICIARY (LEAD PARTNER)

1. Name of the LP _____
Address _____

Represented by: Mr.

and the PROJECT BENEFICIARIES (PROJECT PARTNERS)

2. Name of the PP2 _____
Address _____

Represented by <duly authorised to lawfully bind the organisation in relation to third parties> in its capacity as Partner No. 2: **Mr.**

3. Name of the PP3 _____
Address _____

Represented by <duly authorised to lawfully bind the organisation in relation to third parties> in its capacity as Partner No. 3: **Mr.**

4. Name of the PP4 _____
Address _____

Represented by <duly authorised to lawfully bind the organisation in relation to third parties> in its capacity as Partner No. 4: **Mr.**

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5. Name of the PP5 _____

Address _____

Represented by <duly authorised to lawfully bind the organisation in relation to third parties> in its capacity as Partner No. 5: **Mr.**

herein referred to as the “Parties”

With regard to the framework of the regulations and provisions hereunder:

- A.** Regulation (EU) No 231/2014 of the European Parliament and of the Council of 11 March 2014 establishing an Instrument for Pre-accession Assistance (IPA II) hereinafter referred to as IPA II Regulation
- B.** Commission Implementing Regulation (EU) No 447/2014 of 2 May 2014 on the specific rules for implementing Regulation (EU) No 231/2014 of the European Parliament and of the Council establishing an Instrument for Pre-accession assistance (IPA II)
- C.** Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 on common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and on general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006
- D.** Regulation (EU) No 1301/2013 of the European Parliament and of the Council of 17 December 2013 on the European Regional Development Fund and on specific provisions concerning the Investment for growth and jobs goal and repealing Regulation (EC) No 1080/2006
- E.** Regulation (EU) No 1299/2013 of the European Parliament and of the Council of 17 December 2013 on specific provisions for the support from the European Regional Development Fund to the European territorial cooperation goal
- F.** Regulation (EU, Euratom) No 1046/2012 of the European Parliament and of the Council of 18 July 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 966/2012
- G.** Regulation (EU) No 1302/2013 of the European Parliament and of the Council of 17 December 2013 amending Regulation (EC) No 1082/2006 on a European grouping of territorial cooperation (EGTC) as regards the clarification, simplification and improvement of the establishment and functioning of such groupings
- H.** Regulation (EU) No 1407/2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to *de minimis* aid

PROJECT [REDACTED] / No. [REDACTED] / Targeted Call for Project Proposals

- I. Commission Delegated Regulation (EU) No 481/2014 of 4 March 2014 supplementing Regulation No 1299/2013 of the European Parliament and of the Council with regard to specific rules on eligibility of expenditure for cooperation Programmes
- J. Directives and rules on public procurement: Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC; Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC; Directive 2014/23/EU of the European Parliament and of the Council of 26 February 2014 on the award of concession contracts; Procedures and practical guide (PRAG) on public procurements.
- K. Regulation (EU) No 236/2014 of the European Parliament and of the Council of 11 March 2014 laying down common rules and procedures for the implementation of the Union's instruments for financing external action
- L. Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 1046/2018 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union
- M. The Respective Financing Agreements concluded by European Commission with Albania and Montenegro;
- N. The decision on 18 December 2019 of the Joint Monitoring Committee (Annex 1) and the approved Application Form (Annex 2);
- O. The Programme Manual as in force, as well as the terms specified in the First Call for project proposals;
- P. The Italian/Albanian/Montenegrin Law, being the law of the country of the Lead Partner, is applicable to this contractual relationship and for the purpose of implementing the project entitled [REDACTED] / No. [REDACTED] / Targeted Call project Proposals".

have agreed and accepted the following provisions:

Article 1: Definitions

For the purposes of this partnership agreement the following definitions apply:

- **Project partner:** any institution financially participating in the project and contributing to its implementation, as identified in the approved application form. It corresponds to the term "beneficiary" used in the European Structural and Investment Funds Regulations.
- **Lead partner (LP):** the project partner who takes the overall responsibility for the submission and the implementation of the entire project according to Article 13 (2) of Regulation (EU) No 1299/2013. It corresponds to the term "lead beneficiary" used in the European Structural and Investment Funds Regulations.

PROJECT [REDACTED]/No. [REDACTED]/ Targeted Call for Project Proposals

- **Associated partner:** any institution/body involved as observer in the project without financially contributing to it, as identified in the approved project application form.

Article 2: Project Objectives

1. The project "[REDACTED]/No. [REDACTED]/Targeted Call project Proposals" (hereinafter "the project") is based on the Objectives of Interreg IPA CBC Italy – Albania – Montenegro Programme 2014/2020 as set out in the Operational Programme. The Programme aims to strengthen cross-border cooperation for smart and sustainable development of the territories involved, with a view to pre-accession of Albania and Montenegro to the European Union.
2. The Programme objectives are, in summary: enhance the framework conditions for the development of SME's cross-border market; boost attractiveness of natural and cultural assets to improve a smart and sustainable economic development; increase the cooperation of the key actors of the area for the delivery of innovative cultural and creative products; Increase cross-border cooperation strategies on water landscapes; Promoting innovative practices and tools to reduce carbon emission and to improve energy efficiency in public sector; increase coordination among relevant stakeholders to promote sustainable cross border connections in the cooperation area.
3. The project specific objectives are those precisely identified in the approved application form, which is integral part of this agreement.

Article 3: Subject of the Partnership Agreement

1. This partnership agreement lays down the arrangements regulating the relations between the LP and all Project Partners in order to ensure a sound implementation of the project "[REDACTED]/No. [REDACTED]/Targeted Call project Proposals" as in the latest version of the approved application form as well as in compliance with the conditions for support set out in the European Structural and Investment Funds Regulations, delegated and implementing acts, the programme rules based thereon and the subsidy contract signed between the Managing Authority and the LP.
2. The LP and all project partners commit themselves in jointly implementing the project in accordance with the latest version of the approved application form, 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.
3. The LP and all 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 shall be adjusted accordingly.
4. The present partnership agreement serves also explicitly as written mandate by the project partners to LP and authorises the latter to perform the specific duties and responsibilities as set out below.
5. The terms of reference of the project are indicated in the annex. The annex comprises:
 - The **Decision** of 18 December 2019 of the Joint Monitoring Committee (Annex 1);
 - the **Application Form** as approved by the Joint Monitoring Committee and it is an integral part of this Partnership Agreement (Annex 2);
 - list of **bank accounts** of the project partners (see related section of the application form);
 - private partners' **financial guarantees**, where applicable (Annex 4).

Article 4: Duration of the Agreement

1. This Partnership Agreement shall take effect on the date is signed by all partners. The obligations related to audit and recoveries of unduly paid amounts shall remain in force even after the agreement termination date.
2. All expenditures incurred before the set project start date or after the project end date are not eligible.
3. Upon approval by the Managing Authority of the final joint Progress Report, the agreement shall terminate on the date each of the Project Partners receives its share of the last payment of IPA co-financing. Audits and recovery proceedings, as regulated by the EU legislation, may occur even after the termination of this agreement.
4. This agreement has entered into force for the duration stipulated in article 4.1 and cannot be extended without the written permission of the Managing Authority following the procedure described in the Programme Manual, as in force.
5. Following the termination of the agreement, all Project Partners are obliged to comply with the obligations concerning the maintaining and filing of documents for a period of at least three years from 31 December following the submission of the accounts in which the expenditure related to the final progress report of the project is included according to art.140, par.1 of Regulation (EU) No 1303/2013.

Article 5: Lead Partner

The Lead Partner of the project:

- a. is entitled to represent the Project Partners in the project.
- b. Is responsible for the overall coordination, management and implementation of the project vis-à-vis the Managing Authority.
- c. Ensures that the expenditure presented by the partners participating in the project has been incurred for the purpose of implementing the project and corresponds to the activities agreed between those partners as specified in the approved Application Form.
- d. Verifies that the expenditure presented by the partners participating in the project has been validated by the controllers, according to the rules set at programme and national level.
- e. Shall receive IPA contribution for the entire project and transfer it to the other partners participating in the project within one month of its receipt.
- f. Shall appoint a Project Manager who has operational responsibility for the implementation of the overall project and a Finance Manager.
- g. Will ensure timely commencement of the project and implementation of the entire project within the time schedule in compliance with all obligations to the Managing Authority. The Lead Partner shall notify the JS of any factors that may adversely affect implementation of the project activities and/or financial plan.
- h. Shall prepare a work plan setting out tasks to be undertaken as part of the project, the role of the project partners in their implementation, and a project budget.
- i. Shall prepare and submit the joint progress reports including supporting documents, according to the Programme Manual, as in force, and additional requested documents and/or informations from JS and Managing Authority.

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- j. Shall address requests for project modifications, according to the Programme Manual, as in force.
- k. Shall be, in general, the contact point representing the partnership for any communication with the Joint Secretariat (JS)/MA or any other of the Programme Structures.
- l. Retains at all times, for control purposes, all files, documents and data relevant to the project on customary data storage media in a safe and orderly manner for at least three years after the closure of the Operational Programme. Other possibly longer statutory retention periods, as might be stated by national law, remain unaffected.
- m. Any other tasks agreed with the project partners. [...add as appropriate]

Article 6: Project Partners

1. Project Partners are the bodies responsible for carrying out specific project activities in the manner and scope indicated in the approved application form. Project Partners commit themselves to undertake all steps necessary to support the LP in fulfilling its obligations as specified in the subsidy contract signed between the MA and the LP as well as in this agreement.
2. The Project Partners will be responsible for:
 - a. Carrying out the specific activities set out in the application form;
 - b. Providing all information and data to the Lead Partner that is required by the latter to coordinate and monitor the implementation of the project and to perform its reporting duties toward the Managing Authority;
 - c. Regularly submitting expenditures for verification to be on time for the due progress report as set in the subsidy contract, to the designated Controllers, according to the rules set at programme and national level. Verified expenditures must be submitted through the electronic monitoring system to the Lead Partner immediately after verification, according to the programme rules, and at least two weeks before the report is due, in order to assist the reporting and reimbursement procedures;
 - d. Notifying the Lead Partner of any factors that may adversely affect implementation of the project in accordance with the work plan;
 - e. Project partners are responsible to return to the Lead Partner any amounts of IPA contribution unduly paid concerning their participation in the project, within a month by the receipt of the written request of the Lead Partner, which must be accompanied by the relevant decision of the Programme Authorities. For the national co-financing the specific regulation of the country granting it applies.
3. In particular, for the part of the project for which it is responsible, each PP shall ensure:
 - a. that it is in compliance with relevant rules concerning equal opportunities, protection of environment, financial management, branding, public procurement and State aid;
 - b. that the expenses incurred are strictly related to the project activities, accordingly to the approved Application Form and approved project changes.
 - c. that it is implemented in observation of the rules and procedures set in the Programme Manual (e.g. with regard to monitoring the project physical and financial progress, recording and storing of documents, written requests for project changes, implementation of information and publicity measures etc.);

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- d. that in case of aid granted under the *de minimis* regime all necessary requirements provided for in Regulation (EU) No 1407/2013 are respected by the PP concerned and also, when necessary, by those bodies benefitting of project activities/outputs;
 - e. that programme requirements on eligibility of expenditure, as provided for in the Programme Manual and in line with subsidy contract signed between the MA and the LP, are strictly respected.
4. Each Project Partners confirms, according to Regulation (EU) 679/2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and the Italian Law on Data Protection Decree N. 196/2003 where applicable, that the MA is entitled to use personal data which are contained in the approved application form and which are acquired in the organs and authorised representatives of the following bodies and authorities: national control bodies and bodies and authorities involved in audits carried out for the programme, European Commission, auditing bodies of the European Union, the Ministry of Finance of the Republic of Italy or any other institution responsible for conducting audits or controls according to European Union's or national laws.
5. Each Project Partner shall set up a physical and/or electronic archive which allows storing data, records and documents composing the audit trail, in compliance with requirements described in the Programme Manual. The location of the abovementioned archive is indicated in the programme electronic monitoring system and each PP commits itself to promptly inform the LP on any change of location.
6. Project Partners agree to take all necessary steps enabling the Lead Partner to comply with its responsibilities as set out in the Subsidy Contract.

Article 7: Specific Activities

Lead partner and project partners agree to perform activities as specified in the enclosed application form of the project, which is integral part of this agreement.

Article 8: Organizational Structure of the Partnership

1. For a sound implementation and management of the project a project steering committee will be set up. The project steering committee will be responsible for monitoring the implementation of the project. The project steering committee will be chaired by the Lead Partner. Its members shall include the Lead Partner and project partners. Associated partners shall be invited to take part in the steering committee meetings in an advisory capacity. External key stakeholders may also be invited to take part to one or more meetings in an observer/advisory capacity. The project steering committee shall meet regularly in order to monitor the progress of the project. The JS and the MA can also be invited to attend the meetings.
2. The project steering committee will have the authority to delegate specific tasks or responsibilities to such sub-committees or working groups as it shall deem appropriate to establish.

Article 9: Project activities implemented by third parties on behalf of the project partner

1. In case of cooperation with third parties, including subcontractors or in-house bodies, delegation of part of the activities or of major outsourcing, the project partner concerned shall remain solely responsible to the Lead Partner, concerning compliance with its obligations as set out in this

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Partnership Agreement. The project partner shall duly inform the lead partner about any delegation or major outsourcing.

2. No project partner shall have the right to transfer its rights and obligations under this Partnership Agreement without the prior consent of all the other project partners.
3. Cooperation with third parties including subcontractors and in-house bodies shall be undertaken in accordance with the rules and procedures set out in EU and national public procurement laws and regulations.

Article 10: Project Budget and Eligible Expenditure

1. The Lead Partner is responsible for preparing a project proposal setting out an estimate of eligible expenditure and funding (IPA and national co-financing). Each Project Partner is responsible towards the LP for guaranteeing a sound financial management of its budget as indicated in the latest version of the approved application form, and pledges to release its part of the co-funding. The budget of the project proposal shall be denominated in Euro. The budget allocated to each partner as well as the project total budget is presented in the table below:

	Partner	Total eligible budget	IPA II co-financing (%)	IPA II	Total contribution
LP		€	85%	€	€
PP2		€	85%	€	€
PP3		€	85%	€	€
PP4		€	85%	€	€
PP5		€	85%	€	€
PP6		€	85%	€	€
Total		€		€	€

2. The eligibility of expenditure will be determined based on European Union Regulations and national laws. Eligible expenditure must be: 1) directly related to the content of the project; 2) necessary for the implementation of the project as long as they are reasonable and consistent with the principles of operational efficiency and economy; 3) actually incurred and are identifiable and verifiable in the accounting and taxation records of the project partner;
3. Expenditure should follow eligibility rules stipulated at the Programme Manual (Facsheet "Rules on Eligibility of expenditures").
4. The IPA financial contributions shall be paid into the account of the Lead Partner who shall be responsible for the administrative and financial management of the funds and for transferring the

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funds to the respective project partners in full and without delay in accordance with their verified expenditure incurred for project actions effectively carried out. For the national co-financing the related national rules shall apply.

Article 11: Pre-financing (where applicable)

1. The pre-financing amount of 20% of IPA contribution received by the Lead Partner, if requested on the basis of the subsidy contract, shall be transferred upon payment and without delay to the project partners pro quota regarding their respective budget.
2. The pre-financing shall be compensated - in equal shares - with the first three payments due to the Lead Partner, according to the total amount of actually incurred and validated expenditures included in the related Joint Progress Reports.
3. In case the concerned partners do not manage to submit enough validated expenditures for compensating the pre-financing received, they shall return the difference to the Lead partner upon request and without any delay.
4. **Not-compulsory clause (the lead partner may decide to use it or not)**

Private project partners shall provide the lead partner with a financial guarantee (or a guarantee provided by the respective national authority as specified in the Programme Manual) covering own pre-financing amounts. The guarantee shall be issued prior to the signature of this partnership agreement according to the rule specified in the call for project proposals and to the conditions laid down in the Subsidy Contract.

Article 12: Monitoring, Reporting and request for payments

1. The Lead Partner has overall responsibility for monitoring the actions undertaken by the project partners on an ongoing basis.
2. The Lead Partner is responsible for submitting joint progress reports and statements of expenditure to the JS throughout the lifetime of the project (as indicated in the Subsidy Contract) and by the official end date of the project in order for final payment to be received. These reports should provide details of the activities undertaken as part of the project, the progress/outcomes achieved against targets, expenditure incurred, an explanation for any variances against the work plan's targets for physical outputs and budget, and proposed corrective actions, and any other information deemed relevant.
3. Each Project Partners may only request, via the LP, payments of the contribution by providing proof of progress of its respective part(s) of the project towards the achievement of the outputs and results as set in the approved application form, in compliance with the principle of sound financial management (as determined by the principles of economy, efficiency and effectiveness) and by demonstrating the utility derived from any purchases. To this purpose, each project partners commits to providing the LP with complete and accurate information needed to draw up and submit progress and final reports and, where possible, the main outputs and deliverables obtained in line with the approved application form. The reporting periods and reporting deadlines are laid down in the Annex 3 to present Agreement (the same overview table annexed to the subsidy contract).

In order to meet the abovementioned deadlines each project partner is obliged to supply the Lead Partner with all information and documentation that the latter deems necessary for the preparation of reports of any kind to the JS/MA or any other structure of the Programme.

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Following the approval of the joint progress report by the MA/JS and the respective IPA funds have been transferred to the LP account, the LP shall forward the respective IPA share to each PP without any delay and in full to their bank accounts as indicated in Annex 3. Bank accounts shall be whenever possible specific for the project and shall provide for registration in Euro (EUR; €) of total expenses (expenditure) and of the return (income) related to the project. Changes of the account number shall be duly notified to the LP.

4. Requests for postponement of the reporting deadline may be granted only in exceptional and duly justified cases. They shall be asked by the LP to the MA via the JS at the latest one week prior to the due deadline.
5. The Lead Partner shall inform all project partners on a regular basis of all relevant communication between the Lead Partner and the Managing Authority, the Joint Secretariat and the Certifying Authority.
6. The national co-financing of Italian public bodies is regulated separately from this contract.

Article 13: Financial Control and Audits

1. For control and audit purposes, the Lead Partner and the Project Partners shall:
 - A. Retain all files, documents and data concerning the project for a period of at least three years from 31 December following the submission of the accounts in which the expenditure related to the final joint progress report of the project is included, according art.140, par.1 of Regulation (EU) No 1303/2013.
 - B. Make all the necessary arrangements to ensure that any controls and audits, notified by the duly authorized regional, national, and Community Authorities, can be carried out.
 - C. Give the controlling/auditing authorities any information about the project they request and give them access to the accounting books, supporting documents and other documentation related to the project.
2. The information concerning the reality and validity of actions and expenses eligible for IPA funding provided by each Project Partner shall engage only its own responsibility.
3. The European Commission, the European Anti-Fraud Office (OLAF), the European Court of Auditors (ECA) and, within their responsibility, the auditing bodies of the participating States or other national public auditing bodies as well as the Programme Audit Authority, the MA and the JS are entitled to audit the proper use of funds by the LP or by its Project Partners or to arrange for such an audit to be carried out by authorised persons. The LP and Project Partners will be notified in due time about any audit to be carried out on their expenditure.

Article 14: Publicity, Communication and Branding

1. The Project Partners shall implement the communication and publicity measures in accordance with the project application form and European Union Regulations on information and publicity measures to be carried out by the States of the Programme concerning co-financing from the Investment and Structural Funds. They shall play an active role in any actions organised to disseminate the results of the project. Any public relations measure shall be coordinated by the Lead Partner.

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2. Unless the MA requests otherwise, each PP shall ensure that any notice or publication made by the project, including presentations at conferences or seminars, shall point out that the project was implemented through financial assistance from the Interreg IPA CBC Italy-Albania-Montenegro Programme as required by Annex XII to Regulation (EU) 1313/2013. All information, communication and branding measures of the project shall be carried out in accordance with the aforementioned rules, the latest version of the approved application form, the Programme Manual and any other guidelines issued by the programme on the matter. The LP shall provide the PPs with relevant documents and any programme guidelines.
3. The LP must ensure that all the Project Partners and itself respect the additional branding requirements as laid down in the Programme Manual which forms an integral part of this agreement.
4. Each Project Partner shall ensure that any notice or publication relating to the project made in any form and by any means, including the Internet, states that it only reflects the author's view and that the programme authorities are not liable for any use that may be made of the information contained therein.
5. All Project Partners also takes the full responsibility for the content of any notice, publication and marketing product provided to the MA which has been developed by the Project Partners or third parties on behalf of the Project Partners. The Project Partners are liable in case a third party claims compensation for damages (e.g. because of an infringement of intellectual property rights). The Project Partners will indemnify the LP in case the LP suffers any damage because of the content of the publicity and information materials.
6. Each Project Partner shall comply with all publicity, communication and branding obligations (e.g. on the use of the programme logo, information requirements, organisation of events etc.) as further specified in the Programme Manual.
7. The LP and each Project Partner authorise the programme authorities to publish, in any and by any means, the following information:
 - a. the name of the LP and its Project Partners;
 - b. contact data of project representatives;
 - c. the project name;
 - d. the summary of the project activities;
 - e. the objectives of the project and the subsidy;
 - f. the project starting and end dates;
 - g. the IPA funding and the total eligible cost of the project;
 - h. the geographical location of the project implementation;
 - i. abstracts of the progress reports and final report;
 - j. whether and how the project has previously been publicised.
8. The MA is entitled to furthermore use these data for information and communication purposes as listed in Annex XII of Regulation (EU) No 1303/2013. Any communication campaign, media appearance or other publicity of the project shall be communicated to the MA/JS for potential website updates or showcases.
9. The MA on behalf of the JMC and of other programme promoters at national level is entitled to use the outputs of the project in order to guarantee a wide spreading of the project deliverables and outputs and to make them available to the public. All Project Partners agree that the outputs are forwarded by the MA to other programme authorities as well as the countries taking part in the

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programme to use this material to showcase how the subsidy is used. For the purpose of meeting the objectives as set out in § 9.1 of this agreement, each PP shall provide evidence of the deliverables and outputs produced as further specified in the Programme Manual.

Article 15: Dissemination of Project Outcomes

The Lead Partner and the Project Partners shall take note of the fact that the results of the project may be made available to the public and they agree that the results of the project shall be available to all interested parties. Furthermore, they commit to actively participate in any actions organised to capitalize on and disseminate the results of the project.

Article 16: Property Rights

1. The Lead Partner and the Project Partners shall ensure that all products developed within the framework of the project are, subject to the provisions of national laws regarding intellectual property, kept free of all rights. They explicitly commit to giving up all patrimonial and commercial rights on teaching material, methodologies and other products of any nature resulting from the project.
2. The result of the joint activities covered by the agreement concerning reports, documents, studies, electronic data and other products, disseminated free of charge or commercially, are the joint property of the Partners.
3. The Project Partners dispose of the property in accordance with mutually agreed upon rules, based on the prevailing rules of co-authorship.

Article 17: Confidentiality Requirements

1. Although the nature of the implementation of this Project is public, it has been agreed that part of the information exchanged in the context of its implementation between the Project Partners themselves or with the MA, JS and the Joint Monitoring Committee, can be confidential. Only documents and other elements explicitly provided with the statement "confidential" shall be regarded as such. This, for example, concerns studies that have been made available to one of the parties in the context of the Project concerning methods, know how, files or any other type of document labelled confidential. This information can only be used by the Partners according to the provisions of this agreement.
2. Project Partners commit to taking measures so 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 Lead Partner and the partner institution that provided the information. The Project Partners commit to taking the same measures to maintain the confidential nature of the information, as they would do should it concern their own confidential information.
3. This confidentiality clause shall remain in force for 5 years following the termination of this agreement.

Article 18: Modifications, Withdrawals

1. This present Partnership Agreement can only be changed by means of a written amendment that is signed by all project partners. Modifications to the project (work plan, budget, etc.) that are

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approved according to the procedure described in the Programme Manual shall be effective as alterations of this present Partnership Agreement. In case of changes in the partnership, this partnership agreement shall be amended accordingly and signed by the LP and the Project Partners, including the new Project Partner if applicable.

2. Changes in budget allocations per budget lines, work packages and partner as well as changes in activities/outputs and project duration are allowed as long as the maximum amount of funding awarded is not exceeded, if provisions related to State aid discipline are respected and if they follow the conditions and procedures as set out in the implementation and applicant manuals. With regard specifically to budget changes, each Project Partner may only apply changes in its approved budget if they comply with the flexibility rules stated in the Programme Manual and if prior approval from the Lead Partner or the programme bodies has been provided, as appropriate. To this purpose, each Project Partner shall timely inform the LP on any request of revision of its budget in respect to its original commitment.
3. The Lead Partner and the Project Partners agree not to withdraw from the project unless there are unavoidable reasons for it. If this were nonetheless to occur, the Lead Partner and the project partners shall endeavor to cover the contribution of the withdrawing project partner, either by assuming its tasks or by asking one or more new partners to join the partnership.

Article 19: Non-fulfillment of Obligations or Delay

1. All Project Partners are obliged to promptly inform the Lead Partner and to provide the latter with all the useful details should there be events that could jeopardise the implementation of the Project.
2. Should one of the Project Partners be in default, the Lead Partner shall admonish the respective partner to comply within a reasonable period of time, a maximum of one month.
3. Should the non-fulfilment of obligations continue, the Lead Partner may decide to exclude the Project Partner concerned from the Project, with approval of all the other members of the project steering committee. Any modification in the Project Partnership has to acquire approval of the Joint Monitoring Committee.
4. The debarred partner is obliged to refund to the Lead Partner any IPA funds that have been unduly received, within the month following notification.
5. In the event of total or partial incompleteness of the obligations of any of the project partners or in the event of material errors in the effective execution of project activities, each cosignatory member of the preset Partnership Agreement undertakes to reimburse the Lead Partner any funds that have been unduly received, within the month following notification.
6. In cases where the non-fulfilment of a Project Partner's obligations has financial consequences for the funding of the Project as a whole, the Lead Partner may demand compensation to cover the sum involved.
7. In case that the Managing Authority has proof for irregularities in the project, it will demand the return of all or part of the funding paid out for the project from the Lead Partner who will claim the amount concerned by the respective partner/s. In the event that the recovery of funds is not possible, the Lead Partner must immediately inform the Managing Authority who will inform the respective participating country/s. The demand of return of all of the funding paid out for the project shall automatically mean the termination of the present contract.

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Article 20: Reduction and Discontinuation of the Subsidy Contract / Withdrawal or recovery of unduly paid-out funds, decommitment of funds

1. Should the Joint Monitoring Committee be forced to reduce or discontinue the funding referred to in the Subsidy Contract, and should this entail full or partial refunding of the Programme funds already transferred, all Project Partners are obliged to refund the Programme funds accordingly.
2. The final financial settlement, drawn up on the basis of the Final Statement of Expenditure shall show, both for the overall Project as well as for every Project Partner, the status of the eligible expenses and the portion allocated to all Project Partners of the grant. This determines the amount all partners must refund, and shall be held accountable for the full amount of such community funds to be repaid by such Project Partner, should the Joint Monitoring Committee claim such funds from the Lead Partner.
3. Should the MA in accordance with the provisions of the subsidy contract, the Programme Manual and the relevant provisions of this agreement, demand the repayment of subsidy already transferred to the LP, every PP is obliged to transfer its portion of undue paid out amount to the LP in compliance with Article 27(2) of Regulation (EU) No 1299/2013. The LP shall, without delay, forward the letter by which the MA has asserted the repayment claim and notify every PP of the amount repayable. Alternatively, and when possible, the repayment amount will be offset against the next payment of the MA to the LP or, where applicable, remaining payments can be suspended. In case repayment is deemed as necessary, this repayment is due within one month following the date of the letter by which the MA asserts the repayment claim to the LP. The LP shall be entitled to set an internal deadline to the concerned PPs in order to meet the MA requests. The amount repayable shall be subject to interest according to the relevant article of the subsidy contract. Further provisions of the subsidy contract shall apply by analogy.
4. In case the PP does not repay the LP the irregular amounts by the deadline specified in the recovery letter, the LP informs the MA without delay. In duly justified cases, the MA informs the responsible authorities of the participating country, on whose territory the PP concerned is located in order to recover the unduly paid amounts from these authorities. Therefore, the respective responsible authority of the participating country is entitled to claim the unduly paid funds that have been reimbursed to the MA from the PP.
5. In case that no PP can be held responsible for the request for repayment, the amount to be repaid shall be apportioned between all PPs pro rata to their project budget share.
6. Bank charges incurred by the repayment of amounts due to the MA via the LP shall be borne entirely by the concerned PPs.
7. If de-commitment of funds applies in compliance with the provisions of the Programme Manual, 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 JMC. Deduction of funds shall be done in a way not to jeopardise future involvement of PPs and implementation of activities.

Article 21: Working Language

The working language of this Partnership shall be ENGLISH. In case of translation of this document into another language, the English language version shall be the binding one.

Article 22: Legislation, Force Majeure, Disputes

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1. This Partnership Agreement is governed by the Italian/Albanian/Montenegrin law being the law of the country of the Lead Partner.
2. The provisions of European Union Law, as well as the provisions of the EU Directives concerning co-ordination of procedures for the award of public service contracts, public supply contracts and public works contracts, and the provisions of Community environmental law must be complied with when entering into contracts concerning actions or investments in the context of this Project. The provisions of this agreement that unlawfully deviate from these provisions shall be deemed as unwritten.
3. 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 Project Partners 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 agreement and affecting the project performance, including, for instance, anomalies in the functioning or performance of product or services, labour disputes, strikes or financial difficulties do not constitute force majeure. If the LP or PPs are subject to force majeure liable to affect the fulfilment of its/their obligations under this agreement, the LP shall notify the MA via the JS without delay, stating the nature, likely duration and foreseeable effects. Neither the LP nor the Project Partners 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 Project Partners 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.
4. In case of dispute between the LP and its Project Partners or among Project Partners, presumption of good faith from all parties will be privileged and any disputes shall be persecuted towards an amicable settlement. Disputes will be referred to the project steering committee. If efforts to achieve an amicable settlement should fail, the project partners are obliged to seek an out-of-court arbitration procedure.
5. Any legal dispute that may result from or in connection with this present Partnership Agreement, including such over the validity of this present Partnership Agreement itself and this arbitration clause, will be finally decided in accordance with the jurisdiction of the country where the Lead Partner is located.

Article 23: Revenues

Earnings generated during and after the project implementation through the sales of products and merchandise, participation fees or any other provisions of services against payment must be deducted from the amount of costs incurred by the project in line with Art 61 and 65 of Regulation 1303/2013 and stipulations in the Programme Manual. The LP and each Project Partner are responsible for keeping account and documenting all revenues generated, following project activities, for control purposes.

Article 24: Legal Succession

In cases of legal succession (e.g. where the Lead Partner changes its legal form), the Lead Partner is obliged to transfer all duties under this contract to the legal successor.

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Article 25: Nullity

Should one of the provisions of this agreement be declared null or void in the national law of one of the parties or the law governing this agreement, this shall not render the remaining provisions null and void. The fact that one of the parties does not request application of one of the provisions of the agreement does not imply that this party waives such provision.

Article 26: Lapse of Time

Legal proceedings concerning any issue ensuing from this agreement may not be lodged before the courts more than three years after the fact. In the event of legal proceedings concerning a claim to refund funds, a period of three years following the last transfer shall be applied, upon approval by the Joint Monitoring Committee.

Article 27: Domicile and signature

To the effect of this agreement, the Project Partners shall irrevocably choose domicile at the address stated in their letterhead where any official notifications can be lawfully served.

Any change of domicile shall be forwarded to the Lead Partner within 15 days following the change of address by registered mail.

This agreement shall start having its legal effects, when all parties have signed and the Lead Partner has received the original copies of the signed agreement.

Article 28: Concluding Provisions

The approved Application Form, the EU guidelines and the distributed financial and legal obligations are considered to be integral part of this contract between the Project Partners.

All cited laws, regulations and programme documents mentioned in this agreement are applicable in their currently valid version. 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.

Written in [REDACTED] ([REDACTED]) original copies,

Annex

1. Joint Monitoring Committee Decision of 18 December 2019 and W.P.20 closed on 23/06/2020
2. Application form, in its current valid version
3. Overview table on reporting periods and deadlines
4. Financial guarantees for private partners (if required by the Lead partner)
5. CUP No. declaration (Applicable only to Italian partners)

PROJECT [redacted] / No. [redacted] / Targeted Call for Project Proposals

LP - Lead Partner of the project

[redacted] / No. [redacted] / 1st call for standard projects

Official stamp of the Signatory (if existing)

[Signature]

.....
Name of the Signatory

.....
Place and date

Position of the Signatory

Please attach a copy of a valid identity document (e.g. identity card, passport)

PROJECT [redacted] / No. [redacted] / Targeted Call for Project Proposals

PP2 - PARTNER 2 of the project

[redacted] / No. [redacted] / 1st call for standard projects

Official stamp of the Signatory (if existing)

[Signature]

.....
Name of the Signatory

Place and date

Position of the Signatory

Please attach a copy of a valid identity document (e.g. identity card, passport)

PROJECT [redacted] / No. [redacted] / Targeted Call for Project Proposals

PP3 - PARTNER 3 of the project

[redacted] / No. [redacted] / 1st call for standard projects

Official stamp of the Signatory (if existing)

[Signature]

.....
Name of the Signatory

Place and date

Position of the Signatory

Please attach a copy of a valid identity document (e.g. identity card, passport)

PROJECT [redacted] / No. [redacted] / Targeted Call for Project Proposals

PP4 - PARTNER 4 of the project

[redacted] / No. [redacted] / 1st call for standard projects

Official stamp of the Signatory (if existing)

[Signature]

.....
Name of the Signatory

Place and date

Position of the Signatory

Please attach a copy of a valid identity document (e.g. identity card, passport)

PROJECT [redacted] / No. [redacted] / Targeted Call for Project Proposals

PP5 - PARTNER 5 of the project

[redacted] / No. [redacted] / 1st call for standard projects

Official stamp of the Signatory (if existing)

[Signature]

.....

Name of the Signatory

Place and date

Position of the Signatory

Please attach a copy of a valid identity document (e.g. identity card, passport)

PROJECT / No. / Targeted Call for Project Proposals

ANNEX 3 – Reporting deadlines

Period number	Duration (month)	Start date	End date	JPR Reporting date
0				
1	6	01.07.2020	31.12.2020	30.03.2021
2	6	01.01.2021	30.06.2021	30.09.2021
3	6	01.07.2021	31.12.2021	30.03.2022

PROJECT [] / No. [] / Targeted Call for Project Proposals

ANNEX 5 – CUP No. declaration (applicable to Italian partners)

All Italian partners shall fill in and sign following declaration in the applicable version A for public and B for private bodies.

Version A – Declaration by Italian PUBLIC lead/project partners

-In compliance with art. 11 of the Italian law no.3/2003, Italian partners have the obligation to request and use a unique identification number (CUP) for each project, as a measure supporting transparency and control of public investments, therefore mitigating fraud risk.

-Furthermore, according to CIPE Decisions no. 45 /2011 and no. 143/2002, the CUP no. is obligatory for all Italian partners EU co-financed projects, even within the European Territorial Cooperation, therefore also for the Interreg IPA CBC Italy-Albania-Montenegro.

-In particular, decision no. 45/2011 specified that if the contributions are paid to public bodies or bodies governed by public law the CUP is requested by each public body or body governed by public law; if contributions are paid to private partners, the managing authority shall request the CUP for the private partner.

On this legal basis, I, the undersigned, [name, surname], as the legal representative of <name of the Project Partner's organisation in original language> acting as Lead Partner /Project Partner in the project < project acronym>,

declare that

- The CUP no. related to this co-funded project is CUP NO. , [CUP NO],
- I commit to use the CUP no., together with the project no. and identification provided in the eMS system, by the organisation I represent, in the financial flows related to the project, such as for payments to contractors, invoices and contracts.

I acknowledge that untruthful/false declarations, in addition to the administrative sanctions and the request for refunding unduly received contribution charged with the interests, can also be prosecuted according to the relevant penal law.

.....
Name of the Signatory - Signature

.....
Place and date

PROJECT [redacted] / No. [redacted] / Targeted Call for Project Proposals

Version B – Declaration by Italian PRIVATE lead/project partners

-In compliance with art. 11 of the Italian law no.3/2003, Italian partners have the obligation to request and use a unique identification number (CUP) for each project, as a measure supporting transparency and control of public investments, therefore mitigating fraud risk.

-Furthermore, according to CIPE Decisions no. 45 /2011 and no. 143/2002, the CUP no. is obligatory for all Italian partners EU co-financed projects, even within the European Territorial Cooperation, therefore also for the Interreg IPA CBC Italy-Albania-Montenegro.

-In particular, decision no. 45/2011 specified that if the contributions are paid to public bodies or bodies governed by public law the CUP is requested by each public body or body governed by public law; if contributions are paid to private partners, the managing authority shall request the CUP for the private partner.

On this legal basis, I, the undersigned, [name, surname], as the legal representative of <name of the Project Partner's organisation in original language> acting as Lead Partner /Project Partner in the project < project acronym>,

declare that

I commit to use the CUP number, which I am going to receive from the Managing Authority in relation to this co-funded project, together with the project no. and identification provided in the eMS system, by the organisation I represent, in the financial flows related to the project, such as for payments to contractors, invoices and contracts.

I acknowledge that untruthful/false declarations, in addition to the administrative sanctions and the request for refunding unduly received contribution charged with the interests, can also be prosecuted according to the relevant penal law.

.....
Name of the Signatory - Signature

.....
Place and date