

REGIONE EMILIA-ROMAGNA

Atti amministrativi

GIUNTA REGIONALE

Atto del Dirigente a firma unica DETERMINAZIONE

Num. 11846 del 19/07/2017 BOLOGNA

Proposta: DPG/2017/12251 del 18/07/2017

Struttura proponente: SERVIZIO COORDINAMENTO DELLE POLITICHE EUROPEE,
PROGRAMMAZIONE, COOPERAZIONE, VALUTAZIONE
DIREZIONE GENERALE RISORSE, EUROPA, INNOVAZIONE E ISTITUZIONI

Oggetto: PRESA D'ATTO DELL'APPROVAZIONE DEL PROGETTO PANORAMED
NELL'AMBITO DEL PROGRAMMA DI COOPERAZIONE INTERREG V - B
MEDITERRANEAN (MED) ED IN PARTICOLARE DELL'ASSE 4. "RAFFORZARE
LA GOVERNANCE MEDITERRANEA" E DEI RELATIVI CONTRATTI DI
FINANZIAMENTO.

Autorità emanante: IL RESPONSABILE - SERVIZIO COORDINAMENTO DELLE POLITICHE
EUROPEE, PROGRAMMAZIONE, COOPERAZIONE, VALUTAZIONE

Firmatario: CATERINA BRANCALEONI in qualità di Responsabile di servizio

Il dirigente firmatario

Visti:

- il regolamento (UE) 1303(2013) del 17 dicembre 2013 e successive modifiche e integrazioni recante disposizioni comuni sul Fondo europeo di sviluppo regionale, sul Fondo sociale europeo, sul Fondo di coesione, sul Fondo agricolo per lo sviluppo rurale e sul Fondo europeo per gli affari marittimi e la pesca e che abroga il regolamento (CE) n. 1083/2016;
- il regolamento (UE)1301/2013 del 17 dicembre 2013 relativo al Fondo europeo di sviluppo regionale e a disposizioni specifiche concernenti l'obiettivo "Investimenti a favore della crescita e dell'occupazione" e che abroga il regolamento (CE) 1080/2016;
- il regolamento (UE) 1299/2013 del 17 dicembre 2013 recante disposizioni specifiche per il sostegno del Fondo di sviluppo regionale all'obiettivo cooperazione territoriale europea;
- il regolamento delegato (UE) n. 240/2014 della Commissione del 7 gennaio 2014 recante un codice europeo di condotta sul partenariato nell'ambito dei fondi strutturali e d'investimento europei;
- il regolamento delegato (UE) n. 481/2014 del 4 marzo 2014 che integra il reg.(UE) n.1299/2013 per quanto concerne le norme specifiche in materia di ammissibilità delle spese per i programmi di cooperazione territoriale europea;
- il regolamento di esecuzione (UE)n. 288/2014 di esecuzione della Commissione del 25 febbraio 2014 recante modalità di applicazione del Regolamento (UE) n. 1303/2013 del Parlamento europeo e del Consiglio e recante modalità di applicazione del Regolamento (UE) n. 1299/2013 del Parlamento europeo e del Consiglio recante disposizioni specifiche per il sostegno del Fondo europeo di sviluppo regionale all'obiettivo di Cooperazione territoriale europea per quanto riguarda il modello per i programmi di cooperazione nell'ambito dell'obiettivo di Cooperazione territoriale europea;
- la Decisione di esecuzione 2014/366/UE della Commissione del 16 giugno 2014 che istituisce l'elenco dei programmi di cooperazione e indica l'importo globale del sostegno complessivo del Fondo europeo di sviluppo regionale per ciascun programma nell'ambito dell'obiettivo Cooperazione

territoriale europea per il periodo 2014-2020 e indica quale contributo complessivo FESR per il Programma MED euro 224.322.525,00;

- la Decisione di esecuzione 2014/388/UE del 16 giugno 2014 che stabilisce l'elenco delle regioni e delle zone ammissibili a un finanziamento del Fondo europeo di sviluppo regionale nel quadro delle componenti transfrontaliere e transnazionali dell'obiettivo di cooperazione territoriale europea per il periodo 2014/2020;
- la Decisione della Commissione Europea 3756 del 2 giugno 2015 che approva il Programma di Cooperazione Territoriale "INTERREG V-B Mediterranean (MED) 2014-2020 (d'ora in avanti PC MED);

Vista altresì la delibera regionale n.687 del 31 maggio 2017, con la quale si approva la partecipazione della Regione Emilia-Romagna al progetto PANORAMED nel ruolo di leader del WP1 "metodologie e valutazione", ora ridefinito nel WP4, con un budget di Euro 504.816.

Dato atto dell'approvazione del progetto: "Panoramed" finanziato dal programma di cooperazione transnazionale INTERREG MED - ASSE 4 "Rafforzare la governance mediterranea"; PI 11. "Rafforzare la governance nel Mediterraneo"; OS 4.1:" Sostenere il processo di rafforzamento e sviluppo del quadro di coordinamento multilaterale nel Mediterraneo per una risposta congiunta alle sfide comuni" per un importo totale di 9.000.000 Euro con capofila il "Ministry of Finances and Public Administration - General Director of Community Funds".

Considerato che, al fine di avviare concretamente le attività progettuali è necessario che avvenga la sottoscrizione del contratto di "Subsidy" (allegato 2 parte integrante della presente determina) tra l'Autorità di Gestione - Région Provence Alpes-Cote d'Azur "PACA" e il capofila "Ministry of Finances and Public Administration - General Director of Community Funds" e la sottoscrizione del contratto di "Partnership agreement" (allegato 1, parte integrante della presente determina), che verrà sottoscritto dal capofila "Ministry of Finances and Public Administration - General Director of Community Funds" e dai partner di progetto, tra i quali risulta la Regione Emilia Romagna - Direzione Risorse, Europa, Innovazione e Istituzioni.

Richiamate le proprie deliberazioni:

- n. 571 del 28 aprile 2014 "Documento Strategico Regionale dell'Emilia-Romagna per la programmazione dei Fondi Strutturali e di Investimento Europei (SIE) 2014-2020 - Strategia, approccio territoriale, priorità e strumenti di attuazione", adottata dall'Assemblea Legislativa con Deliberazione Assembleare n. 167 del 15 luglio 2014 dove, fra l'altro, si specifica che, per quanto riguarda la Cooperazione Territoriale Europea, la Regione si propone di dare continuità e consolidare la propria azione di governo dell'attuazione dei programmi CTE;
- n. 330/2015 avente ad oggetto "Programmi di cooperazione territoriale europea 2014/2020 - Indicazioni operative per la partecipazione della Regione Emilia-Romagna" e che stabilisce, fra l'altro le procedure e i principi generali per la presentazione e l'attuazione dei progetti di cooperazione territoriale per il periodo 2014/2020;

Richiamate:

- la Legge 26 novembre 2001, n. 43 "Testo unico in materia di organizzazione e di rapporti di lavoro nella Regione Emilia-Romagna" e succ. mod;
- le proprie deliberazioni n. 1057 del 24 luglio 2006 e s.m.i., n. 1663 del 27 novembre 2006 e s.m.i., n. 1222 del 4 agosto 2011, n. 99 del 28 gennaio 2008 "Riassetto interno delle Direzioni generali", n. 2416 del 29 dicembre 2008 e s.m.i. e n. 2060 del 20 dicembre 2010;

Visti:

- il D.Lgs. 14 marzo 2013, n. 33 "Riordino della disciplina riguardante gli obblighi di pubblicità, trasparenza e diffusione di informazioni da parte delle Pubbliche Amministrazioni";
- la D.G.R. n. 1621 del 11 novembre 2013 avente per oggetto "Indirizzi interpretativi per l'applicazione degli obblighi di pubblicazione previsti dal D.Lgs. 14 marzo 2013, n. 33";
- la D.G.R. n. 270 del 29 febbraio 2016 avente per oggetto "Attuazione prima fase della riorganizzazione avviata con delibera 2189/2015";
- la D.G.R. n.622 del 28 aprile 2016 avente per oggetto "Attuazione della seconda fase della riorganizzazione";
- la D.G.R. n. 89 del 30 gennaio 2017 avente ad oggetto "Approvazione piano triennale di prevenzione della

corruzione 2017-2019”;

Attestata, ai sensi della deliberazione di Giunta n. 2416/2008 e. s.m.i. la regolarità del presente atto”;

D E T E R M I N A

1. di prendere atto dell'approvazione del progetto PANORAMED nell'ambito del Programma di cooperazione Interreg V - B Mediterranean (MED) ed in particolare dell'ASSE 4. "Rafforzare la governance mediterranea", PI 11, OS 4.1 "Sostenere il processo di rafforzamento e sviluppo del quadro di coordinamento multilaterale nel Mediterraneo per una risposta congiunta alle sfide comuni" avvenuta nel corso del Monitoring Committee del 21 giugno 2017;

2. di prendere atto dello schema di contratto di "Partnership agreement" (allegato 1, parte integrante della presente determina) che verrà sottoscritto dal capofila di progetto Ministry of Finances and Public administration. General Directon of Community Funds" e dai relativi partner di progetto, tra i quali risulta la Regione Emilia-Romagna;

3. di prendere atto dello schema di contratto "Subsidy" (allegato 2, parte integrante della presente determina) che verrà sottoscritto dall'Autorità di Gestione Région Provence Alpes-Cote d'Azur "PACA" ed il Capofila di progetto spagnolo "Ministry of Finances and Public administration. General Directon of Community Funds".

Caterina Brancaleoni



Partnership Agreement between the Lead Partner and the other project partners

Foreword

This Partnership Agreement is signed on the basis of the following documents that form the legal framework applicable to the rights and obligations of parties; they undertake to comply with the applicable provisions:

- European Commission **Decision C (2015) 3756 final** approving the Interreg MED Cooperation Programme and its amendments;
- **Regulation (EU) No. 1303/2013** of the European Parliament and of the Council of 17 December 2013 laying down 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 laying down 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, and its amendments;
- **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, and its amendments;
- **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, and its amendments;
- **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), and its amendments;
- **Regulation (EU, Euratom) No. 966/2012** of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002, and its amendments;
- **Commission Delegated Regulation (EU) No. 1268/2012** of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No. 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union, and its amendments;

- **Commission Implementing Regulation (EU) No. 821/2014** of 28 July 2014 laying down rules for the application of Regulation (EU) No 1303/2013 of the European Parliament and of the Council as regards detailed arrangements for the transfer and management of programme contributions, the reporting on financial instruments, technical characteristics of information and communication measures for operations and the system to record and store data, and its modifications;
- **Commission Delegated Regulation (EU) No. 481/2014** of 4 March 2014 supplementing Regulation (EU) No. 1299/2013 of the European Parliament and of the Council with regard to specific rules on eligibility of expenditure for cooperation programmes, and its amendments ;
- **Article 20 of Regulation (EU) No. 651/2014** of the Commission of 17 June 2014 declaring certain categories of aid compatible with the internal market within the meaning of Articles 107 and 108 of the Treaty, and its amendments;
- Commission **Regulation (EU) No. 1407/2013** of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to *de minimis* aid, and its amendments;
- **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, and its amendments;
- **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, and its amendments;
- The financing agreements signed between the competent authorities of the European Commission, each IPA country in question and the Interreg MED Programme's Management Authority, and their amendments;
- National Regulations on competition, State aid and public procurement and their amendments;
- The **Interreg MED Operational Programme** and its amendments;
- The Programme Manual approved by the Programme Monitoring Committee and its updates.

Considering:

- Art. 13 of Regulation 1299/2013 (principle of Lead Partner);
- Art. 27.2 of Regulation 1299/2013 (reimbursement of overpaid funds).

Article 1 – Purpose of the Agreement

- 1.1 The purpose of this Agreement is to organise the partnership and define the responsibilities of each partner in order to implement the project entitled '**MED Governance Platform**', acronym '**PANORAMED**' and management number **3186** in accordance with the consolidated application form meeting the conditions of the **Interreg MED Programme Monitoring Committee, held on 21st June 2017**.
- 1.2 This Agreement, like the Managing Authority's (hereafter MA) communication notifying the Lead Partner (hereafter LP) of the decision of the Programme Monitoring Committee and the consolidated application form, is an annex to the Subsidy Contract signed between the LP and the MA. An up-to-date computerised copy of the aforementioned documents must be kept by all the partners.

Article 2 – Duration of the Agreement

- 2.1 This Agreement enters into force on the date of its signing by the last signatory. It will end on the date on which the last project partner receives its share of the final payment, although the obligations under EU and national legislation remain applicable, especially the conditions set out for audits and archiving obligations as in Article 140 of Regulation (EU) No. 1303/2013 and in Article 3.3 of this Agreement. This Agreement and these articles are null and void if the financing of the proposal is not approved.

Article 3 – The partnership

- 3.1 The ERDF and the IPA partners, if applicable, appoint commonly **Spanish Ministry of Finances and Public Administration - General Direction of Community Funds** as only Lead Partner and as the main responsible for the project.
- 3.2 A project Steering Group must be formed in which all the partners are represented. It approves its internal rules of procedure at its first meeting. These include its own decision-making procedures which are validated by all partners. The obligatory tasks of the said Group are set out in the Programme Manual.
- 3.3 Each project partner, including the LP, agree to the following duties and obligations:
- a. To carry out the part of the project activities for which it is responsible for within the planned deadlines;
 - b. To introduce a separate accounting system for identifying expenses using a specific project accounting code to record the expenses;
 - c. To notify the receipt of funds;
 - d. In accordance with Article 140 of Regulation (EU) No. 1303/2013 and the procedures mapped out in the Programme's audit trail, to keep at all times for audit purposes, on customary data storage carriers, all the financial, legal and commercial documents relating to the life of the project and all supporting documents relating to the expenses incurred for the part of the project for which the partner is responsible, in a safe and orderly manner until 31 December 2028 or longer if required by the country's legislation. These documents should either be originals, or certified true copies of the originals, or on commonly accepted data carriers;
 - e. To provide all the documents and information required for the audit and allowing access to premises for checks;
 - f. To provide the evaluators mandated to undertake the Programme assessment with any document or information useful in this assessment;
 - g. To contribute to the smooth implementation of the communication, as per the procedures set out in the Programme Manual and the relevant terms of reference (only applicable to modular projects);
 - h. To comply with all the rules and obligations set out in the Subsidy Contract and in the partner declaration signed by every party ;
 - i. To ensure that there are no clear violations of the community and national regulations committed, especially in State aid and public procurement issues;
 - j. To ensure that the activities implemented by its structure do not conflict with the European and national policies and legislation and that any eventually necessary authorisations required have been obtained;
 - k. In the case of those in charge of work packages, to take on responsibility for coordinating the activity group as described in the consolidated application form and assisting the LP in the smooth implementation of the project;

- i. To attend the project steering group meetings, participating in the smooth governance of the project and in the decision making according to the project internal regulations.

Article 4 – The Lead partner

The LP agrees to the following duties and obligations:

- a. To take responsibility for the project with respect to the MA and the Certification Authority (hereafter CA) and their sole contact;
- b. To coordinate the other signatory partners to this Agreement and take full responsibility for coordinating project implementation as described in the consolidated application form;
- c. To inform all project partners of any communication with the MA/JS, including the outcome of the project assessment and the decisions of the Interreg MED Programme Monitoring Committee;
- d. To ensure the organisation of the first project steering group meeting within three months after the official project start-up date. At this occasion, the steering group internal rules must be adopted and the minutes of the meeting validated in a session or by written procedure, have to be sent to the Programme Joint Secretariat (hereafter JS) within one month, confirming the start of activities as indicated in the consolidated application form.
- e. To nominate a coordinator to take operational responsibility for the entire project implementation, a financial manager (if the functions are separate);
- f. To undertake and implement the project in line with the descriptions of each of its work packages described in the consolidated application form;
- g. To manage the funds and check that they are used correctly;
- h. As soon as the project starts, to duly inform the partners on the contents of the Subsidy Contract, the certification and reimbursement procedure and the Programme rules concerning them, especially the eligibility of expenditure, compliance with public procurement regulations, communication measures and the certification timetable, as soon as possible;
- i. To pre-check that the activities foreseen in the operation do not conflict with the relevant European and national policies and legislation in all countries involved and that any authorisations required for their implementation have been obtained;
- j. To review the expenses submitted by each partner and check whether they relate to the partner's participation in the project as provided for in the consolidated application form and verify that the first level controls are conducted in accordance with the national FLC system requirements for each partner;
- k. To draw up and submit payment claims to the MA/JS. These will be accompanied by progress reports, their relevant annexes, certificates of first level controllers for all expenses included in the payment claim, as well as information on the progress of established indicators in the consolidated application form, in accordance with the deadlines laid down in the Subsidy Contract. A final report on project outcomes will have to be submitted;
- l. To keep the originals of the project's contractual documents and all exchanges and notifications of the Interreg MED Programme;
- m. To react immediately to any request for information and to any modification of information exchanges requested by the Programme authorities and its project partners;

- n. To inform immediately the project partners and the MA/JS of any event likely to cause a temporary or permanent interruption in project implementation or any other deviation during the implementation;
- o. To inform the Programme authorities of clear violations of the EU and national regulations, especially in State aid and public procurement issues;
- p. To draw up provisions for sound financial management of funds allocated to the project, including a system for recovering overpaid amounts from the partners, in accordance with Article 27 of Regulation (EU) No. 1299/2013.

Article 5 – Responsibility of the partners

- 5.1 Every partner (including the LP) is responsible towards the other partners and guarantees them with regard to all responsibilities, damages or costs resulting from it failing in its duties and obligations listed in Article 3 of this Agreement.
- 5.2 No party will be held responsible for its breach of obligations resulting from this Agreement if this is due to a case of *force majeure*. If such a situation occurs, the concerned partner is required to inform the MA and the other project partners immediately in writing.
- 5.3 Each project partner agrees to the following duties and obligations with regard to the LP:
 - a. To establish and submit to the LP all information required for the payment requests, including the reports of first level control certificates and other accounting documents and any annexes upon request of the LP within project set deadlines;
 - b. To assist the LP in drawing up progress reports and the final report, by providing the information requested within project set deadlines;
 - c. To inform the LP immediately of any event likely to cause a temporary or permanent interruption in project implementation or any other deviation;
 - d. To respond to all requests made by the LP or the Programme's MA/JS within project set deadlines;
 - e. To making every effort to ensure compliance with financial commitments, as provided for in Article 5.1 of the Subsidy Contract;
 - f. To inform the LP of the procedure started to ensure reimbursement of overpaid funds to the MA.

Article 6 – Budgetary and financial management, accounting principles, first level control and audits

- 6.1 The LP is the sole party responsible to the MA and the Programme Monitoring Committee for the budgetary and financial management of the operation. It is incumbent on the LP to submit the payment claim and ask for any change to the budget as set out in the consolidated application form attached to the Subsidy Contract.
- 6.2 The LP must ensure the reliability and compliance of progress reports and first level control certificates of the project partners. For this purpose, the LP may request additional information and supporting documents from these partners.

- 6.3 Every partner will be held responsible for its budget up to the amount the partner is contributing financially to the project and commits himself to secure its share of national co-financing.
- 6.4 All project expenditure to be co-financed must be verified by the responsible first level control public or private body; following the rules set out in the relevant national first level control (FLC) system.
- 6.5 Each project partner should get in touch with the designated FLC body in its territory as soon as possible to clarify which documents are necessary for the checks.
- 6.6 In addition to FLC checks, audits will be carried out by bodies working on behalf of the EU, national authorities or the Programme authorities and each project partner shall keep files available and make necessary arrangements to ensure that the audit can be carried out smoothly, as detailed in the articles 3 and 4 of this agreement.
- 6.7 Every partner agrees to maintain separate accounts or predefined budget lines for the implementation of the project. These accounts record in euros the total project expenditure and any revenues.

The reports and other accounting documents, including certified copies of all the original documents (namely, invoices, documents relating to calls for tenders and bank statements) will be submitted to the LP upon request in line with their obligations listed in Article 3 of this agreement.

- 6.8 During the check of partner expenditure, should there be discrepancies between a partner and the LP, the LP will ask the concerned partner to submit the expense and any supporting documents again. The LP cannot accept the expense declared by a partner if a discrepancy is repeated. In this case, the LP is required to inform the concerned partner of the rejection of the declared expense and its reasons for doing so.

The MA/JS and the competent national contact point are immediately informed.

- 6.9 For EU partners located outside the cooperation area, the payments of ERDF funds will only be possible if the specific Agreement on Management, Audit and Control responsibilities has been signed before. If this Agreement is not signed in due time, the concerned partner will be excluded from the project.

Article 7 – Project changes

- 7.1 Before being submitted to the MA/JS, any request to change the consolidated application form must have been approved by all parties involved in the project, either in writing or as a decision included in the minutes of a project steering group meeting.
- 7.2 In terms of budgetary readjustment of budget lines or work packages, within the 20% limit (rule of flexibility), this change does not require a change to the application form. Nevertheless, the LP must ensure compliance with this rule of flexibility.

Article 8 – Project communication and publicity measures

- 8.1 The LP and the project partners will jointly implement a communication plan that promotes the project appropriately to both target groups and the general public.
- 8.2 The LP and the project partners undertake to advertise the European co-funding as per the provisions stipulated by Regulations (EU) No. 1303/2013 (mainly Annex XII) and No. 821/2014 and in the Programme Manual.
- 8.3 More precisely, any communication or publication about the project, including information published online or during a conference or seminar must mention that the project has been co-

funded by the European Union, ERDF or IPA funds and the Interreg MED Programme, as per communication rules of the Programme. In addition, the LP and all partners should ensure that the information on the content and on the partner's participation to the co-financed project is published.

Any communication or publication about the project, regardless of its form or medium, including via Internet, must state the author's liability and that the MA is not responsible for any use that could be made of information contained in the communication or publication.

8.4 The MA has the right to publish, regardless of its form or medium, including via Internet, the consolidated application form and especially the following information:

- Names of the LP and its partners;
- Purpose of the funding;
- Amount granted and co-financing rate in relation to the total eligible cost of the operation;
- Geographical location of the implementation of the operation;
- Progress in executing the project and the final report;
- Deliverables and results of the operation, including extracts.

8.5 Any communication campaign, intervention in the media or other form of advertising about the project should be communicated to the JS to update the web platform or to further promote the information.

8.6 The project must comply with the requirements of the web platform described in the Programme Manual.

Article 9 – Intellectual property

9.1 In the spirit of cooperation and exchange, the LP and all the other project partners should ensure that all the deliverables and results produced in the project co-funded by the Interreg MED Programme are open to the public and free of rights.

9.2 The deliverables and results of the project should be accessible and available for free to the general public in a usable format. The MA/JS and any other relevant Programme stakeholder can use them for information and communication purposes.

Article 10 – Confidentiality

10.1 Despite the public execution of the project, part of the information exchanged in this context between the LP and the partners, between the partners themselves or the bodies implementing the Programme, may be confidential. On this basis, only the documents and other pieces of information provided explicitly with the statement "confidential" will be dealt with as such.

10.2 The LP and the project partners ensure to do everything necessary to ensure that all staff members with access to this information respect its confidentiality and do not disseminate it, forward it to third parties or use it without prior written consent from the LP and the partners that provided it.

Article 11 – Cooperation with third parties, delegation and outsourcing

- 11.1 When cooperating with third parties, delegating part of the activities or outsourcing, the project partner structures that are signatories to this agreement will alone remain responsible to the LP and the Programme authorities regarding the execution of their obligations by virtue of conditions set out in this agreement.
- 11.2 The LP will be informed by the project partners of the purpose of any contract signed with a third party if this information does not already figure in the consolidated application form.

Article 12 – Transfer of rights and obligations, legal succession

- 12.1 Neither the LP nor the partners may transfer or yield their duties and rights under this agreement without the prior consent of other parties signing this agreement and without the approval of the MA and the Programme Monitoring Committee.

For legal succession, the LP or the concerned partner is required to pass on all the obligations and responsibilities under this agreement to the legal successor and to inform the MA/JS and the national authority or authorities concerned of this immediately.

Article 13 – Breach of obligations or delay in implementing them

- 13.1 Each partner is required to inform the LP immediately and provide all necessary information if events occur that are likely to compromise project implementation.
- 13.2 The LP will request any partner failing in its obligations to correct this breach within no later than one month.
- 13.3 The LP will inform the partners about solving difficulties, including when the MA/JS have been involved for assistance.
- 13.4 If the partner continues to fail in its obligations, the LP can decide to exclude the concerned partner from the project with the approval of all the other partners (written procedure or meeting of project steering group).
- The MA/JS will be informed immediately of any decision by the LP to exclude the project partner.
- Such exclusion must be approved by the Programme Monitoring Committee.
- 13.5 The excluded partner is required to reimburse the Programme all inappropriately received funds, in line with the Programme eligibility rules, in case it cannot be proven that the funds have been used for the implementation of the project.
- 13.6 If a breach of obligations by a partner has financial consequences for the financing of the entire project, the LP or the project steering group can claim compensation from the party in question.
- 13.7 If the LP is the partner involved in any of the aforementioned situations, the partners must inform the MA/JS as quickly as possible.

Article 14 – Managing Authority recovery procedure

- 14.1 If, in accordance with the terms of the Subsidy Contract, the MA claims the reimbursement, duly justified, of funds already paid, every partner will be required to send the Programme its share of the amount to be reimbursed.

In accordance with Article 27.2 of Regulation (EU) No. 1299/2013, the notification of the recovery procedure will be sent to the project LP. The LP will forward a copy of the said communication and should notify each partner of the amount to be reimbursed.

This reimbursement will be payable within two months from the notification to the LP.

Article 15 – Automatic de-commitment of ERDF/IPA funds due to the failure of partners in achieving spending objectives

- 15.1 Should the ERDF/IPA funds for the project be subject to automatic de-commitment by the Programme Authorities because of non-spending or underspending compared to the budget and planned timetable, the LP will have one month after receiving an official communication to attribute this reduction to the partners that have contributed to underspending following a distribution approved by the project steering group.-

Article 16 – Conciliation and mediation between partners

- 16.1 In case of any disagreement occurring between project partners, each partner is required to submit this disagreement to the LP as per rules of procedure of the project steering group; or to the JS, if the LP is involved directly in the disagreement.
- 16.2 The LP will inform the other partners and could, on its own initiative or upon request of a partner, seek advice from the MA/JS.
- 16.3 Where compromise proves impossible through mediation by the project steering group and once the LP has sought advice of the MA/JS, each partner involved will be required to agree to mediation by an Ad Hoc committee, on a proposal of the project steering group.

The members of this Ad Hoc Committee will be of different nationalities, including some with the same nationality as the partners of the operation involved in the disagreement.

If the project steering group has not set up the Ad Hoc Committee within one month from the partners' request, the LP could appoint members of this Committee as mediators.

If the mediators have only been appointed by the LP, the Programme will be represented during the mediation procedure.

This procedure is equally applicable when the LP is involved.

Article 17 – Conflict of interest and fraud prevention

- 17.1 The LP and all partners strive to prevent any conflict of interest which could hinder impartial and objective execution of this contract.

There is conflict of interest when the impartial and objective execution of the project is compromised for family or emotional reasons, political or national relationship, economic interest or any other reason.

- 17.2 The LP and all partners commit themselves to immediately solve any situation constituting a conflict of interest or likely to lead to a conflict of interest and to inform the MA of this.
- 17.3 The LP and all partners commit to comply with the principle of "zero tolerance" in terms of fraud prevention and corruption and to be especially vigilant on this subject. They also undertake to denounce any conduct likely to be considered as suspicion of fraud to the competent national authorities and to inform the MA of this.
- 17.4 The MA/JS can use a tool called ARACHNE made available by the European Commission to detect the potential risks of fraud that undermine the financial interests of the European Union. In this context, the data provided for in Annex III of the Delegated Regulation (EU) No. 480/2014 can be sent to the European Commission for processing. The MA/JS may consult the outcome of this processing and do whatever is necessary to protect the financial interests of the European Union.

Article 18 – Working languages.

- 18.1 The official partnership languages match the two Programme official languages, English and French. The choice of the project language should be agreed within the partnership. All the project official documents should be available in either one of these languages.

18.2 The partners may use other languages as working languages inside the partnership.

Article 19 – Applicable law, translation languages

19.1 This agreement is governed by the legislation of the LP's country or of the country designated mutually by the partners.

19.2 If this agreement is translated, the English or French versions will be considered valid.

Article 20 – Nullity

20.1 Where any provision of this Agreement is declared null and void or illegal, or cannot be applied for any other reason, by any judicial authority whatsoever or any other competent authority, the parties will change this provision reasonably so that the intention of the parties can be executed. The other provisions remain unchanged.

Article 21 – Changing the Agreement

21.1 Changes to the project that have been approved under the Programme rules will in no way affect the terms of this agreement which, as stated in Art. 1.2 above, is an annex to the Subsidy Contract signed between the MA and the LP.

21.2 Any new partner joining the partnership should agree to the terms set out in this document by signing a new page of the agreement separately. The signed page will then be attached to this document. An amendment to the Subsidy Contract may then be signed by the LP and the MA.

21.3 When a partner leaves the partnership, the project partnership is not required to redo the Partnership Agreement.

Article 22 – Registered address and correspondence

22.1 Based on this Agreement, the partners agree to use as official address the postal address and e-mail stated on the consolidated application form. All official notifications will be sent to this address.

22.2 The partners will update their contact details (postal address, electronic address, contact person, bank details, etc.) and so inform the LP and the MA/JS within 15 working days.

Signed by the legal representative of the project partner, in duplicate, one for the MA and one for the LP

Lead Partner: Spanish [Ministry of Finances and Public Administration - General Direction of Community Funds](#)

Name and function

Signature

Date and place

Official Stamp of the structure

Partner 1: Regional Council Provence-Alpes-Côte d'Azur

Name and function

Signature

Date and place

Official Stamp of the structure

Signed by the legal representative of the project partner, in duplicate, one for the MA and one for the LP

Lead Partner: Spanish [Ministry of Finances and Public Administration - General Direction of Community Funds](#)

Name and function

Signature

Date and place

Official Stamp of the structure

Partner 2: Directorate for European Integration of the Council of Ministers of Bosnia and Herzegovina

Name and function

Signature

Date and place

Official Stamp of the structure

Signed by the legal representative of the project partner, in duplicate, one for the MA and one for the LP

Lead Partner: Spanish [Ministry of Finances and Public Administration - General Direction of Community Funds](#)

Name and function

Signature

Date and place

Official Stamp of the structure

Partner 3: Ministry of European Integration of Albania

Name and function

Signature

Date and place

Official Stamp of the structure

Signed by the legal representative of the project partner, in duplicate, one for the MA and one for the LP

Lead Partner: Spanish [Ministry of Finances and Public Administration - General Direction of Community Funds](#)

Name and function

Signature

Date and place

Official Stamp of the structure

Partner 4: Région Emilia Romagna – Direzione Generale Risorse Europa Innovazione e Istituzioni

Name and function
Francesco Raphael Frieri

Signature

Date and place

Official Stamp of the structure

Signed by the legal representative of the project partner, in duplicate, one for the MA and one for the LP

Lead Partner: Spanish [Ministry of Finances and Public Administration - General Direction of Community Funds](#)

Name and function

Signature

Date and place

Official Stamp of the structure

Partner 5: Directorate General for European Programmes, Coordination and Development of Cyprus

Name and function

Signature

Date and place

Official Stamp of the structure

Signed by the legal representative of the project partner, in duplicate, one for the MA and one for the LP

Lead Partner: Spanish [Ministry of Finances and Public Administration - General Direction of Community Funds](#)

Name and function

Signature

Date and place

Official Stamp of the structure

Partner 6: Government Office for Development and European Cohesion Policy of Slovenia

Name and function

Signature

Date and place

Official Stamp of the structure

Signed by the legal representative of the project partner, in duplicate, one for the MA and one for the LP

Lead Partner: Spanish [Ministry of Finances and Public Administration - General Direction of Community Funds](#)

Name and function

Signature

Date and place

Official Stamp of the structure

Partner 7: Ministry of Regional Development and EU Funds of Croatia - Directorate for Regional Development

Name and function

Signature

Date and place

Official Stamp of the structure

Signed by the legal representative of the project partner, in duplicate, one for the MA and one for the LP

Lead Partner: Spanish [Ministry of Finances and Public Administration - General Direction of Community Funds](#)

Name and function

Signature

Date and place

Official Stamp of the structure

Partner 8: Ministry of European Affairs – General Directorate for Coordination of EU Assistance Programmes of Montenegro

Name and function

Signature

Date and place

Official Stamp of the structure

Signed by the legal representative of the project partner, in duplicate, one for the MA and one for the LP

Lead Partner: Spanish [Ministry of Finances and Public Administration - General Direction of Community Funds](#)

Name and function

Signature

Date and place

Official Stamp of the structure

Partner 9: Regione Toscana – Direzione Attività Produttive

Name and function

Signature

Date and place

Official Stamp of the structure

Signed by the legal representative of the project partner, in duplicate, one for the MA and one for the LP

Lead Partner: Spanish [Ministry of Finances and Public Administration - General Direction of Community Funds](#)

Name and function

Signature

Date and place

Official Stamp of the structure

Partner 10: Agency for Development and Cohesion of Portugal

Name and function

Signature

Date and place

Official Stamp of the structure

Signed by the legal representative of the project partner, in duplicate, one for the MA and one for the LP

Lead Partner: Spanish [Ministry of Finances and Public Administration - General Direction of Community Funds](#)

Name and function

Signature

Date and place

Official Stamp of the structure

Partner 11: Secretariat General for the Sea - France

Name and function

Signature

Date and place

Official Stamp of the structure

Signed by the legal representative of the project partner, in duplicate, one for the MA and one for the LP

Lead Partner: Spanish [Ministry of Finances and Public Administration - General Direction of Community Funds](#)

Name and function

Signature

Date and place

Official Stamp of the structure

Partner 12: Ministry for European Affairs and the Implementation of the Electoral Manifesto - Strategy and Implementation Division of Malta

Name and function

Signature

Date and place

Official Stamp of the structure

Signed by the legal representative of the project partner, in duplicate, one for the MA and one for the LP

Lead Partner: Spanish [Ministry of Finances and Public Administration - General Direction of Community Funds](#)

Name and function

Signature

Date and place

Official Stamp of the structure

Partner 13: General Commission for Territorial Equality of France

Name and function

Signature

Date and place

Official Stamp of the structure

Signed by the legal representative of the project partner, in duplicate, one for the MA and one for the LP

Lead Partner: Spanish [Ministry of Finances and Public Administration - General Direction of Community Funds](#)

Name and function

Signature

Date and place

Official Stamp of the structure

Partner 14: Molise Region - III Department- Development policy

Name and function

Signature

Date and place

Official Stamp of the structure

Signed by the legal representative of the project partner, in duplicate, one for the MA and one for the LP

Lead Partner: Spanish [Ministry of Finances and Public Administration - General Direction of Community Funds](#)

Name and function

Signature

Date and place

Official Stamp of the structure

Partner 15: Marche Region – Integrated Planning, Commerce, Cooperation, Internationalisation

Name and function

Signature

Date and place

Official Stamp of the structure

Signed by the legal representative of the project partner, in duplicate, one for the MA and one for the LP

Lead Partner: Spanish [Ministry of Finances and Public Administration - General Direction of Community Funds](#)

Name and function

Signature

Date and place

Official Stamp of the structure

Partner 16: General Secretariat for Public Investments and NSRF – Ministry of Economy and Development of Greece

Name and function

Signature

Date and place

Official Stamp of the structure

Allegato 2



Version française¹

Contrat de subvention

ENTRE

La Région Provence-Alpes-Côte d'Azur, représentée par son Président, Monsieur

- en qualité d'Autorité de Gestion² du Programme Interreg MED (ci-après AG), elle-même représentée par son Président, Monsieur

ET

- en qualité de bénéficiaire Chef de File³ de l'opération (ci-après CDF)

[Ministère Espagnol des Finances et de l'Administration Publique - Direction Générale des Fonds Européens](#)

*Paseo de la Castellana, 162
28046 – Madrid – Espagne*

représenté par <Nom et fonction de la personne signataire, la personne dûment autorisée à engager juridiquement l'organisme de gestion vis-à-vis des tiers, (par exemple : président, directeur général, recteur, etc.)>

¹ Version anglaise par la suite. English version afterwards.

² Tel que définie à l'article 125 du Règlement 1303/2013.

³ Tel que défini à l'article 13 du Règlement 1299/2013.

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Préambule

Ce contrat est conclu sur la base des documents suivants qui constituent le cadre juridique applicable aux droits et obligations des parties, ces dernières s'engageant à respecter les dispositions applicables :

- **La décision C (2015) 3756 final** de la Commission européenne approuvant le Programme de Coopération Interreg MED, et ses modifications ;
- **Règlement (UE) N° 1303/2013** du Parlement européen et du Conseil du 17 décembre 2013 portant dispositions communes relatives au Fonds européen de développement régional, au Fonds social européen, au Fonds de cohésion, au Fonds européen agricole pour le développement rural et au Fonds européen pour les affaires maritimes et la pêche, portant dispositions générales applicables au Fonds européen de développement régional, au Fonds social européen, au Fonds de cohésion et au Fonds européen pour les affaires maritimes et la pêche, et abrogeant le règlement (CE) N° 1083/2006 du Conseil, et ses modifications ;
- **Règlement (UE) N° 1301/2013** du Parlement européen et du Conseil du 17 décembre 2013 relatif au Fonds européen de développement régional et aux dispositions particulières relatives à l'objectif "Investissement pour la croissance et l'emploi", et abrogeant le règlement (CE) N° 1080/2006, et ses modifications ;

- **Règlement (UE) N° 1299/2013** du Parlement européen et du Conseil du 17 décembre 2013 portant dispositions particulières relatives à la contribution du Fonds européen de développement régional à l'objectif « Coopération Territoriale Européenne » (CTE), et ses modifications ;
- **Règlement (UE) N° 231/2014** du Parlement européen et du Conseil du 11 mars 2014 instituant un instrument d'aide de préadhésion (IAP II), et ses modifications ;
- **Règlement (UE, EURATOM) N° 966/2012** du Parlement européen et du Conseil du 25 octobre 2012 relatif aux règles financières applicables au budget général de l'Union et abrogeant le règlement (CE, Euratom) N° 1605/2002 du Conseil, et ses modifications ;
- **Règlement (UE) N° 1268/2012** de la Commission du 29 octobre 2012 relatif aux règles d'application du règlement (UE, Euratom) N° 966/2012 du Parlement européen et du Conseil relatif aux règles financières applicables au budget général de l'Union, et ses modifications ;
- **Règlement d'exécution (UE) N° 821/2014** de la Commission du 28 juillet 2014 portant modalités d'application du règlement (UE) no 1303/2013 du Parlement européen et du Conseil en ce qui concerne les modalités du transfert et de la gestion des contributions des programmes, la communication des informations sur les instruments financiers, les caractéristiques techniques des mesures d'information et de communication concernant les opérations ainsi que le système d'enregistrement et de stockage des données, et ses modifications ;
- **Règlement Délégué (UE) N° 481/2014** de la Commission du 4 mars 2014 complétant le règlement (UE) N° 1299/2013 du Parlement européen et du Conseil en ce qui concerne des règles particulières concernant l'éligibilité des dépenses pour les programmes de coopération, et ses modifications.
- **Article 20 du Règlement (UE) N° 651/2014** de la Commission du 17 juin 2014 déclarant certaines catégories d'aides compatibles avec le marché intérieur en application des articles 107 et 108 du traité, et ses modifications ;
- **Règlement (UE) N° 1407/2013** de la Commission du 18 décembre 2013 relatif à l'application des articles 107 et 108 du traité sur le fonctionnement de l'Union européenne aux aides *de minimis*, et ses modifications ;
- **Directive 2014/24/UE** du Parlement européen et du Conseil du 26 février 2014 sur la passation des marchés publics et abrogeant la directive 2004/18/CE, et ses modifications ;
- **Règlement (UE) N° 1302/2013** du Parlement européen et du Conseil du 17 décembre 2013 modifiant le règlement (CE) N° 1082/2006 relatif à un groupement européen de coopération territoriale (GECT) en ce qui concerne la clarification, la simplification et l'amélioration de la constitution et du fonctionnement de groupements de ce type, et ses modifications ;
- La décision du Comité de Suivi du Programme MED du 28 Septembre 2016 qui a approuvé l'architecture et les éléments principaux du projet de plateforme de l'Axe 4 ;
- Les accords de financement signés entre les autorités compétentes de la Commission européenne, de chaque pays IAP concerné et de l'Autorité de Gestion du Programme Interreg MED, et leurs modifications ;
- Les Règlementations nationales sur la concurrence, les aides d'état et marchés publics, et leurs modifications ;
- Le Manuel du Programme approuvé par le Comité de Suivi du Programme, et ses mises à jour ;

- La Convention inter partenariale signée par toutes les parties intéressées de l'opération financée, et ses modifications.
- Le dossier de candidature (Formulaire et déclarations additionnelles) sont parties intégrantes du présent contrat

Ce Contrat de Subvention (ci-après « contrat ») définit les conditions juridiquement contraignantes relatives au financement, à la mise en œuvre et à la gestion de l'opération.

LES PARTIES SUSMENTIONNÉES ADOPTENT LE PRÉSENT CONTRAT

Article 1 – Objet du contrat

- 1.1 Conformément à la décision d'approbation du **Comité de Suivi du Programme Interreg MED du 21.06.2017**, il a été décidé d'accorder une subvention FEDER, le cas échéant IAP, dans les conditions établies dans le présent contrat et dans ses annexes, au partenariat représenté par le CDF pour la mise en œuvre du projet ayant pour titre **Plateforme MED de gouvernance**, acronyme **PANORAMED** et **numéro de gestion interne 3186** (ci-après « opération »).
- 1.2 Le CDF s'engage à mettre en œuvre le projet en partenariat avec les organismes partenaires suivants :
 - **Partner 1: Regional Council Provence-Alpes-Côte d'Azur**
 - **Partner 2: Directorate for European Integration of the Council of Ministers of Bosnia and Herzegovina**
 - **Partner 3: Ministry of European Integration of Albania**
 - **Partner 4: Region Emilia Romagna – Direzione Generale Risorse Europa Innovazione e Istituzioni**
 - **Partner 5: Directorate General for European Programmes, Coordination and Development of Cyprus**
 - **Partner 6: Government Office for Development and European Cohesion Policy of Slovenia**
 - **Partner 7: Ministry of Regional Development and EU Funds of Croatia - Directorate for Regional Development**
 - **Partner 8: Ministry of European Affairs – General Directorate for Coordination of EU Assistance Programmes of Montenegro**
 - **Partner 9: Region Toscana – Direzione Attività Produttive**
 - **Partner 10: Agency for Development and Cohesion of Portugal**
 - **Partner 11: Secretariat General for the Sea – France**
 - **Partner 12: Ministry for European Affairs and the Implementation of the Electoral Manifesto - Strategy and Implementation Division of Malta**
 - **Partner 13: General Commission for Territorial Equality of France**
 - **Partner 14: Molise Region - III Department- Development policy**
 - **Partner 15: Marche Region – Integrated Planning, Commerce, Cooperation, Internationalisation**
 - **Partner 16: General Secretariat for Public Investments and NSRF – Ministry of Economy and Development of Greece**

- 1.3 Le présent contrat entre en vigueur dès sa signature, sans préjudice des dispositions concernant la mise en œuvre de l'opération et l'éligibilité des dépenses, et expire le premier jour après réception du paiement final par le dernier partenaire, bien que demeurent applicables les obligations provenant de la législation communautaire et nationale, et en particulier les conditions prévues par les obligations d'audit et d'archivage définies à l'article 140 du Règlement (UE) N° 1303/2013 et dans l'article 16.1 du présent contrat.
- 1.4 Le cas échéant, le présent contrat entre en vigueur pour les bénéficiaires de la subvention IAP, sous réserve et uniquement après la signature de l'accord de financement entre les autorités compétentes de la Commission européenne, de chaque pays IAP concerné et de l'AG.

Article 2 – Conditions d'octroi de la subvention FEDER/IAP

- 2.1 Les subventions FEDER/IAP sont octroyées exclusivement pour la mise en œuvre de l'opération telle qu'approuvée par le Comité de Suivi du Programme.
- 2.2 La subvention FEDER accordée par le Comité de Suivi du Programme pour la mise en œuvre de l'opération est de **7.128.627,03 Euros**.
- 2.3 Le cas échéant, la subvention IAP accordée par le Comité de Suivi du Programme pour la mise en œuvre de l'opération est de **521.373,00 Euros**.
- 2.4 Le montant total de la subvention FEDER, et le cas échéant IAP, accordée par le Comité de Suivi du Programme pour la mise en œuvre de l'opération, ainsi que le taux de cofinancement, sont calculés sur la base des coûts totaux éligibles comme indiqué ci-après :

Contribution FEDER approuvée :	7.128.627,03	Euro (€)
Co-financement national public au FEDER :	1.257.992,97	Euro (€)
Co-financement national privé au FEDER :	0,00	Euro (€)
Contribution IAP approuvée :	521.373,00	Euro (€)
Co-financement national public au fond IAP :	92.007,00	Euro (€)
<hr/>		
Budget total éligible approuvé :	9.000.000,00	Euro (€)
Taux de cofinancement FEDER :	85 %	
Taux de cofinancement IAP :	85 %	

- 2.5 Le taux de cofinancement applicable à chaque partenaire FEDER/IAP est celui établi dans le formulaire de candidature consolidé et ne peut en aucun cas excéder 85% des coûts éligibles.

Le cas échéant, le taux de cofinancement FEDER ne peut pas excéder 50% des coûts éligibles par partenaire constituant une Petite ou Moyenne Entreprise (PME⁴), lorsque la subvention est octroyée sur la base d'un régime issu du Règlement Général d'Exemption par Catégorie (RGEC)⁵.

- 2.6 Le CDF confirme que l'opération, pour toute ou partie, n'a pas reçu, ou ne recevra aucun

⁴ Tel que défini dans le Manuel du Programme, dans le RGEC (Règlement (UE) N° 651/2014) et dans la Recommandation 2003/361/CE de la Commission, du 6 mai 2003, concernant la définition des micros, petites et moyennes entreprises.

⁵ Règlement (UE) N° 651/2014 de la Commission du 17 juin 2014 déclarant certaines catégories d'aides compatibles avec le marché intérieur en application des articles 107 et 108 du traité

financement complémentaire de l'Union européenne (autres que les fonds FEDER/IAP mentionnés aux articles 2.2 et 2.3) pendant toute la durée du projet.

Article 3 – Période d'exécution de l'opération

- 3.1** La date officielle du démarrage du projet est le **03.07.2017**, l'opération devra démarrer ses activités au plus tard dans les 2 mois suivant cette date. Au-delà de ce délai, l'AG se réserve le droit de proposer la déprogrammation du projet au Comité de Suivi du Programme.
- 3.2** Dans les 3 mois suivant la date de démarrage du projet, le CDF devra envoyer au Secrétariat Conjoint (ci-après SC) le compte-rendu du premier groupe de pilotage du projet attestant du début des activités selon les indications fournies par le Programme. (cf. Convention Interpartenariale 4.1d).
- 3.3** La date officielle de fin du projet est le **29.04.2022**.

Article 4 – Eligibilité des dépenses

- 4.1** Sans préjudice des dispositions établies dans les Règlements (UE) N° 1303/2013 et N° 1299/2013 et le Règlement Délégué (UE) N° 481/2014, le Programme de Coopération Interreg MED spécifie les règles d'éligibilité des dépenses applicables dans le cadre des projets cofinancés.
- 4.2** La subvention ne sera payée que pour les dépenses éligibles. Pour être réputées éligibles, les dépenses d'un projet doivent :
- a. Constituer des coûts de mise en œuvre du projet conformément à la dernière version approuvée consolidé du Formulaire de Candidature ;
 - b. Ne pas avoir été financées par d'autres fonds européens, puisque cela constituerait un double financement ;
 - c. Être essentielles à la mise en œuvre du projet et n'auraient pas été réalisées si le projet n'était pas mis en œuvre ;
 - d. Respecter le principe des frais réels, à l'exception des taux ou montants forfaitaires ;
 - e. Respecter le principe de la bonne gestion financière ;
 - f. Être payées directement par le bénéficiaire et justifiées par des preuves de paiements (factures, fiches de paie...), à l'exception des taux ou montants forfaitaires,
 - g. Être réalisées, engagées et payées pendant la période d'éligibilité du projet (voir article 4.5 du présent contrat) ;
 - h. Être enregistrées dans le système comptable du bénéficiaire à travers un système de comptabilité spécifique ou identifiables à l'aide d'un code comptable spécifique pour le projet ;
 - i. Être validées par un Contrôleur de Premier Niveau habilité conformément à l'article 125(4) du Règlement (UE) N° 1303/2013.
- 4.3** Dans le formulaire de candidature consolidé un montant de frais de préparation de **30.000,00 Euros** est prévu, le FEDER correspondant sera versé aux partenaires FEDER selon la répartition approuvée dans ledit formulaire de candidature. Les frais de préparation ne pourront être payés qu'après la signature du présent contrat par toutes les parties intéressées.

Les frais de préparation ne sont pas éligibles pour les partenaires IAP. Si des frais de préparation avaient été alloués à un partenaire IAP dans le formulaire de candidature, ce montant serait écarté du budget total éligible du projet.

- 4.4 Les dépenses pour la mise en œuvre de l'opération sont éligibles à partir de la date d'approbation de l'opération par le Comité de Suivi du Programme, telle que mentionnée dans l'article 1.1 du présent contrat.
- 4.5 Toutefois les dépenses des partenaires en provenance de pays IAP ne pourront être déclarées et remboursées qu'après signature de l'accord de financement entre les autorités compétentes de la Commission européenne, de chaque pays IAP concerné et de l'AG. Dans le même sens aucune demande d'avance ne pourra être traitée avant signature dudit accord.
- 4.6 Toute dépense opérationnelle devra être liée à la mise en œuvre d'une activité réalisée avant la date de fin du projet. Les paiements de ces dépenses pourront être effectués au maximum dans les 2 mois qui suivent la date de fin du projet.
- 4.7 Par ailleurs, les dépenses administratives liées à la clôture des projets (uniquement contrôle de premier niveau et frais de personnel) pourront être engagées et payées dans les 2 mois qui suivent la date de fin du projet.
- 4.8 Toutefois la date de clôture de frais liés aux opérations du Programme étant fixée au 30 juin 2022, si le projet termine après le 30 avril 2022, le délai de paiement de deux mois sera réduit en fonction de la date limite du 30 juin 2022 (dépenses administratives liées à la clôture ou à la mise en œuvre confondues).

Article 5 – Demandes de paiement et rapports d'avancement

- 5.1 Le CDF devra soumettre des demandes de paiement à l'AG/SC à des intervalles de six mois et sous trois mois maximum à partir de la fin de chaque période de mise en œuvre concernée, selon le calendrier suivant :

Période de référence	Prévision des dépenses par période de mise en œuvre (€)			
	Total éligible (€) des partenaires FEDER	FEDER	Total éligible (€) des partenaires Fonds IAP	Fonds IAP
Semestre I (du 01/07/2017 au 31/12/2017)	587 063,40 €	499 003,89 €	18 401,40 €	15 641,19 €
Semestre II (du 01/01/2018 au 30/06/2018)	838 662,00 €	712 862,70 €	61 338,00 €	52 137,30 €
Semestre III (du 01/07/2018 au 31/12/2018)	838 662,00 €	712 862,70 €	61 338,00 €	52 137,30 €
Semestre IV (du 01/01/2019 au 30/06/2019)	922 528,20 €	784 148,97 €	73 605,60 €	62 564,76 €
Semestre V (du 01/07/2019 au 31/12/2019)	922 528,20 €	784 148,97 €	79 739,40 €	67 778,49 €
Semestre VI (du 01/01/2020 au 30/06/2020)	922 528,20 €	784 148,97 €	79 739,40 €	67 778,49 €
Semestre VII (du 01/07/2020 au 31/12/2020)	922 528,20 €	784 148,97 €	79 739,40 €	67 778,49 €
Semestre VIII (du 01/01/2021 au 30/06/2021)	922 528,20 €	784 148,97 €	67 471,80 €	57 351,03 €
Semestre IX (du 01/07/2021 au 31/12/2021)	922 528,20 €	784 148,97 €	67 471,80 €	57 351,03 €
Semestre X (du 01/01/2022 au 29/04/2022)	587 063,40 €	499 003,89 €	24 535,20 €	20 854,92 €
Total	8 386 620,00 €	7 128 627,03 €	613 380,00 €	521 373,00 €

La première période de mise en œuvre commence à la date de démarrage de l'éligibilité des dépenses, tel qu'établie dans l'article 4.4 du présent contrat.

La dernière période de mise en œuvre finit à la date officielle de fin du projet, tel qu'établie dans l'article 3.3 du présent contrat.

Au cas où le CDF présente une demande semestrielle de remboursement inférieure aux prévisions ci-dessus, il n'est pas garanti que le(s) montant(s) FEDER/IAP non certifié(s) soit/soient disponible(s) pour les périodes suivantes, conformément aux articles 132, 135 et 136 du Règlement (UE) N°1303/2013 et article 5.5 du présent contrat (Dégagement d'office).

- 5.2 Le CDF doit justifier les demandes de paiement en donnant les preuves adéquates de l'avancement des travaux conformément au plan et calendrier de travail indiqués dans le formulaire de candidature consolidé tel qu'approuvé par le Comité de Suivi du Programme. Les demandes de paiement seront accompagnées d'un rapport d'avancement pour la période de mise en œuvre concernée et des certificats des contrôleurs (contrôle de premier niveau) pour le total des dépenses faisant l'objet de ladite demande de paiement. Le cas échéant, toute annexe nécessaire à la bonne justification des activités mises en œuvre sera également transmise avec la demande de paiement

Pour la présentation de ladite documentation, le CDF utilisera exclusivement les modèles officiels fournis par le SC via l'outil de suivi en ligne du Programme.

Un rapport final devra être rendu en même temps que la demande de paiement finale. Il devra fournir des informations sur les réalisations effectives, les résultats et les impacts du projet dans son ensemble ainsi que des informations financières globales.

- 5.3 Après dix-huit mois de mis en œuvre du projet, et si le total des dépenses certifiées pendant cette période présente un écart significatif par rapport aux prévisions affichées dans l'article 5.1, l'AG se réserve la possibilité de proposer la déprogrammation, modification et/ou réduction du budget du projet au Comité de Suivi du Programme.

L'analyse de la situation budgétaire du projet sera faite, dans la mesure du possible, dans le cadre du traitement de la demande de paiement la plus proche dans le temps.

L'application de cette clause sera notifiée préalablement au CDF par l'AG. Le CDF aura un délai d'un mois à partir de la date de notification pour exposer les raisons du retard avant que la proposition de déprogrammation, modification et/ou réduction du budget du projet soit transmise par l'AG au Comité de Suivi du Programme pour décision.

- 5.4 Les paiements FEDER des frais de préparation prévus dans le formulaire de candidature seront effectués automatiquement à partir de la signature du présent contrat.
- 5.5 Au cas où une annuité (FEDER ou IAP) du Programme Interreg MED est dégagée d'office par la Commission européenne, en vertu de l'article 136 du Règlement (UE) N°1303/2013, l'AG se réserve le droit de proposer la réduction de la subvention liée aux dépenses non effectuées selon le calendrier prévu dans l'article 5.1 du présent contrat au Comité de Suivi.

L'application du dégageement d'office au niveau du projet sera notifiée par l'AG au CDF. Le CDF dispose d'un délai d'un mois à partir de la date de notification pour décider, en accord avec le groupe de pilotage du projet, de l'application de la réduction des fonds au sein du partenariat suivant les instructions du Programme.

Article 6 – Utilisation de l'Euro

- 6.1 Les dépenses effectuées dans une autre devise que l'Euro devront être converties en Euros avec le taux d'échange du mois durant lequel les dépenses ont été soumises à la vérification du contrôleur, conformément à l'article 28 (b) du Règlement (UE) N° 1299/2013.

Article 7 – Paiements aux partenaires

- 7.1 Les paiements seront effectués en Euros sur le compte bancaire indiqué de chacun des partenaires par l'Autorité de Certification (ci-après AC). Les éventuelles pertes liées au taux de change restent à la charge des bénéficiaires.
- 7.2 Les paiements de l'AC à chacun des partenaires seront effectués selon le transfert effectif des fonds de la part de la Commission européenne. En cas de retard du transfert des contributions de la part de la Commission européenne aucun droit ne pourra être revendiqué à l'AG par les partenaires.

Si la Commission européenne ne transfère pas les fonds à temps, ou en cas d'interruption des paiements, l'AG pourra mettre fin au présent contrat et aucun droit ne pourra être revendiqué envers l'AG.

- 7.3 Conformément à l'article 132 du Règlement (UE) N° 1303/2013, les paiements de la subvention peuvent être suspendus en partie ou en totalité en cas de non-conformité avec les règles du Programme ou de soupçon d'irrégularité ou fraude.
- 7.4 Dans le cas des montants indûment versés ou de l'identification d'irrégularités pendant la mise en œuvre de l'opération, l'AG se réserve le droit de demander aux partenaires concernés le remboursement de tout ou partie du financement communautaire et de réduire le montant du financement communautaire accordé. Il incombe en permanence au CDF de garantir le remboursement du financement communautaire indûment versé.

Article 8 – Responsabilités du Chef de File et représentation des partenaires

- 8.1 Le CDF accepte la subvention et s'engage à mettre en œuvre l'opération sous sa responsabilité conformément au « principe du Chef de File », comme indiqué à l'article 13 du Règlement (UE) N° 1299/2013 et dans le Manuel du Programme.
- 8.2 Le CDF assure la gestion financière et la coordination des membres du partenariat cités dans l'article 1.2 du présent contrat dont il est, auprès de l'AG, juridiquement responsable.
- 8.3 Le CDF confirme que tous les partenaires recevant des fonds FEDER ou IAP répondent à la définition de bénéficiaires telle qu'indiquée à l'article 2.10 du Règlement (UE) N° 1303/2013 et qu'ils s'engagent à participer aux activités du projet, tel que décrit dans le formulaire de candidature consolidé, et à respecter le partage des responsabilités réciproques entre eux comme établi dans la Convention inter partenariale.
- 8.4 Le CDF confirme, en outre, que les activités prévues dans l'opération ne sont pas en conflit avec les politiques et législations européennes et nationales concernées de tous les pays impliqués et que toutes les autorisations éventuellement nécessaires à leur mise en œuvre ont été obtenues.
- 8.5 L'AG ne peut en aucun cas ni à quelque titre que ce soit être tenue pour responsable des dommages causés au personnel et aux biens du CDF ou d'un de ses partenaires lors de la mise en œuvre de l'opération. En conséquence, aucune demande d'indemnité ou d'augmentation de la subvention n'est admise pour ces motifs.
- 8.6 Le CDF est le seul responsable légal à l'égard des tiers, y compris pour les dommages de toute nature qui seraient causés à ceux-ci lors de la mise en œuvre de l'opération. Le CDF dégage l'AG de toute responsabilité liée à toute réclamation ou poursuite résultant d'une infraction à des législations commise par lui-même, par ses employés ou ses partenaires, ou d'une violation des droits des tiers.
- 8.7 Sauf en cas de force majeure, le CDF est tenu de réparer tout dommage causé à l'AG par suite de la mauvaise exécution de l'opération.
- 8.8 En cas de désaccord portant sur des décisions de l'AG/SC, du Comité de Suivi du Programme pendant la mise en œuvre de l'opération, le CDF est tenu de soumettre des éventuelles réclamations concernant les partenaires auprès de l'AG/SC.

Article 9 – Engagements du Chef de File

Le CDF s'engage à :

- 9.1 Signer le Contrat de Subvention du projet et en assurer la bonne mise en œuvre du projet dans le respect de la description et du calendrier des activités telles que décrites dans le formulaire de candidature consolidé.
- 9.2 Informer immédiatement l'AG de tout événement susceptible d'entraîner une interruption temporaire ou définitive ou tout autre écart dans la mise en œuvre du projet, et notamment une modification à la baisse des coûts de mise en œuvre, de modification des objectifs et des activités tels que présentés dans la description de l'opération, ainsi qu'en cas de modification du budget de l'opération, ainsi que de toute circonstance susceptible d'avoir un impact sur les conditions de paiement de la subvention.
- 9.3 Etablir des dispositions garantissant une gestion financière saine des fonds alloués au projet, y compris un circuit permettant de récupérer auprès des partenaires, pour récupérer auprès des partenaires les montants indument versés conformément à l'article 27 du Règlement (UE) N° 1299/2013.
- 9.4 Prévenir les autorités du Programme en cas de violation manifestes de la réglementation communautaire et nationale en matière d'aide d'Etat et de marchés publics.

- 9.5 Respecter les principes transversaux des politiques communautaires (notamment l'additionnalité, l'égalité entre les hommes et les femmes, la non-discrimination et le développement durable).
- 9.6 Le CDF s'engage à ce que les conditions qui lui sont applicables au titre du présent contrat le soient également à ses partenaires.

Article 10 – Principe de rotation du Chef de file

- 10.1 Pendant la mise en œuvre du projet, le rôle de Chef de file peut être couvert par plusieurs partenaires de projet, selon le principe de rotation. Ce principe est une option, pas une obligation.
- 10.2 L'application de l'option de rotation est validée par le Comité de Suivi du Programme. L'application de l'option implique un changement du Chef de file.
- 10.3 Une fois que le changement de Chef de file a été validé par le Comité de Suivi, un nouveau contrat de subvention est signé entre l'Autorité de Gestion et le nouveau Chef de file. Par conséquent un avenant à la convention inter partenariale est signé également.

Article 11 – Obligations de l'Autorité de Gestion

Sans préjudice des dispositions établies par l'article 125 du Règlement (UE) N° 1303/2013, l'AG s'engage à :

- 11.1 Vérifier que les conditions de l'approbation de la subvention FEDER et, le cas échéant, de la subvention IAP fixées dans le présent contrat ont été observées.
- 11.2 S'assurer du bon fonctionnement du système de contrôle et de gestion mis en place par le CDF.
- 11.3 S'assurer de la cohérence, de la légalité et de l'éligibilité des dépenses à partir des informations reçues de la part du CDF.
- 11.4 Instruire les demandes de paiements ainsi que les rapports d'avancement semestriels et les documents liés, et transférer l'ordre de paiement à l'AC après clarification de tout point éventuellement en suspens.
- 11.5 S'assurer de la bonne réception des fonds par les partenaires.
- 11.6 Examiner et répondre dans un délai convenable aux éventuelles situations de désaccord, en collaboration avec le Comité de Suivi, si nécessaire.
- 11.7 S'assurer que tous les bénéficiaires aient accès à toute information pertinente, aux moyens numériques ou tout autre à destination de groupes spécifiques de bénéficiaires.

Article 12 – Respect de la réglementation en matière d'achat public

- 12.1 Le CDF et les partenaires s'engagent à respecter des règles communautaires⁶, nationales et du Programme en matière d'achat et de marchés publics.
- 12.2 Dans le cas des partenaires pour lesquels ces règles ne sont pas opposables, les règles du Programme dans cette matière sont à appliquer.

⁶ Notamment, Directive 2014/24/UE du Parlement européen et du Conseil du 26 février 2014 sur la passation des marchés publics et abrogeant la directive 2004/18/CE.

Les entités qui ne sont pas soumises aux obligations de marchés publics doivent malgré tout respecter les principes de base sur lesquels les normes en matière de passations de marchés s'appuient. À ce titre, elles doivent privilégier le meilleur rapport qualité/prix ou, le cas échéant, le prix le moins élevé.

12.3 Conformément au Titre IV, Chapitre 3, du Règlement (UE, Euratom) N° 966/2012 (Règlement Financier) et à la deuxième partie, Titre II, Chapitre III du Règlement (UE) N° 1268/2012 de la Commission déléguée, la réglementation en matière de marchés publics dans le cadre des actions extérieures de l'UE est applicable aux partenaires IAP.

12.4 Tous les partenaires du projet devront respecter les principes fondamentaux encadrant la passation de marchés publics, c'est-à-dire les principes de transparence, de non-discrimination et l'égalité de traitement doivent être respectés et conditions d'une concurrence effective doit être assurée.

Article 13 – Mesures de communication et de publicité

13.1 Le CDF et les partenaires s'engagent à assurer la publicité de la participation européenne selon les dispositions prescrites par les Règlements (UE) N° 1303/2013 (notamment, l'Annexe XII) et N° 821/2014 et dans le Manuel du Programme.

13.2 Plus précisément, toute communication ou publication concernant l'opération, y compris l'information publiée en ligne, ou lors d'une conférence ou d'un séminaire, doit mentionner que l'opération a bénéficié du soutien de l'Union européenne, des fonds FEDER ou IAP et du Programme Interreg MED, selon les règles de communication et publicité établies par le Programme. En plus, la publication des informations concernant le contenu et la participation des partenaires dans l'opération cofinancée devront être aussi garantis par le CDF et l'ensemble des partenaires.

Toute communication ou publication relative à l'opération, sous quelque forme et sur quelque support que ce soit, y compris par Internet, doit mentionner qu'elle n'engage que son auteur et que l'AG n'est pas responsable de l'usage qui pourrait être fait des informations contenues dans cette communication ou publication.

13.3 L'AG est autorisée à publier, sous quelque forme et sur quelque support que ce soit, y compris par Internet, le formulaire de candidature consolidé et notamment les informations suivantes :

- Nom du CDF et de ses partenaires ;
- Objet de la subvention ;
- Montant octroyé et taux de cofinancement par rapport au coût total éligible de l'opération ;
- Localisation géographique de la mise en œuvre de l'opération ;
- Avancement de la réalisation du projet ainsi que le rapport final ;
- Livrables et résultats de l'opération, y compris des extraits.

13.4 Toute campagne de communication, intervention dans les médias ou autre forme de publicité relative au projet devra être communiquée au secrétariat conjoint pour une éventuelle mise à jour de la webplatform ou autre promotion de l'information.

13.5 Le projet doit respecter les exigences concernant la webplatform décrites dans le Manuel du Programme.

Article 14 – Propriété Intellectuelle

14.1 Dans l'esprit de coopération et d'échange, le CDF et tous les autres partenaires du projet devront garantir que tous les livrables et résultats développés dans le cadre de l'opération cofinancée par le Programme Interreg MED seront d'intérêt public et libres de droits.

14.2 Les livrables et résultats de l'opération projet devront être librement accessibles et mis à disposition du grand public à titre gratuit et sous un format exploitable. L'AG/SC et toute autre partie prenante pertinente du Programme peuvent les utiliser pour des actions d'information et de communication dans le cadre du Programme.

Article 15 – Opérations génératrices de recettes nettes

15.1 Les dépenses éligibles de l'opération à cofinancer à partir des Fonds sont réduites au préalable compte tenu du potentiel de l'opération en termes de génération de recettes nettes, ainsi que pendant la période de mise en œuvre du projet et jusqu'à 3 ans après l'achèvement du projet.

15.2 Les Règlements (UE) N° 1303/2013 (notamment, articles 61 et 65.8) et le Règlement Délégué N° 480/2014 (notamment, articles 15 à 19) spécifient les règles pour les opérations génératrices de recettes qui doivent être respectées dans le cadre des opérations cofinancées par les Fonds structurels, sans préjudice des dispositions établies dans le Manuel du Programme concernant ce même sujet et dans les dispositions nationales.

Article 16 – Respect de la Réglementation des Aides d'Etat

16.1 Conformément à l'article 107 du Traité sur le Fonctionnement de l'Union européenne, sauf dérogations prévues par les traités, sont incompatibles avec le marché intérieur, dans la mesure où elles affectent les échanges entre États membres, les aides accordées par les États ou au moyen de ressources d'État sous quelque forme que ce soit qui faussent ou qui menacent de fausser la concurrence en favorisant certaines entreprises ou certaines productions.

16.2 Le CDF s'engage à ce que l'opération financée soit compatible avec la réglementation relative au aide d'état et notamment : au régime d'aides issu de l'article 20 du Règlement Général d'Exemption par Catégorie (RGEC)⁷ ou en conformité avec le règlement *de minimis*⁸.

Article 17 – Archivage et conservation de données

17.1 Le CDF et l'ensemble du partenariat s'engage à archiver et à conserver dans un lieu unique le dossier technique, financier et administratif de l'opération conformément aux dispositions issues de la réglementation jusqu'au 31 décembre 2028.

17.2 Les documents sont conservés sous forme d'originaux ou sur des supports de données communément admis contenant les versions électroniques des documents originaux ou les documents existant uniquement sous forme électronique.

⁷ Règlement (UE) N° 651/2014 de la Commission du 17 juin 2014 déclarant certaines catégories d'aides compatibles avec le marché intérieur en application des articles 107 et 108 du traité.

⁸ Règlement (UE) N° 1407/2013 de la Commission du 18 décembre 2013 relatif à l'application des articles 107 et 108 du traité sur le fonctionnement de l'Union européenne aux aides *de minimis*.

- 17.3 Le CDF est tenu de conserver les originaux des documents contractuels du projet ainsi que les échanges éventuels et notifications du Programme.
- 17.4 Le CDF s'engage à faire accepter les obligations prévues aux articles 16.1 et 16.2 par ses partenaires.

Article 18 – Comptabilité, certification et évaluation

- 18.1 Le CDF et l'ensemble du partenariat acceptent que les services compétents de la Commission européenne, des Etats participants au Programme, de la Cour des comptes européenne et des administrations nationales qui cofinancent le projet ainsi que l'Autorité d'Audit, l'AC et l'AG/SC du Programme Interreg MED puissent contrôler, sur pièce ou sur place, l'utilisation qui est faite de la subvention.

Conformément à l'article 140 du Règlement (UE) 1303/2013, l'article 16 du présent contrat et les modalités prévues dans la piste d'audit du Programme, le CDF et l'ensemble du partenariat acceptent de tenir à disposition des autorités nationales, ainsi que des structures du Programme compétentes en la matière, tous les documents financiers, juridiques, commerciaux liés à la vie de l'opération.

- 18.2 A cette fin, le CDF et l'ensemble du partenariat s'engagent à donner au personnel des institutions/structures mentionnées au précédent point 17.1, ainsi qu'aux personnes mandatées par elles, un droit d'accès approprié aux sites et aux locaux du CDF et de l'ensemble du partenariat, et y compris aux systèmes informatiques, ainsi qu'à tous les documents et données informatisées concernant la gestion technique et financière de l'opération. L'accès des personnes mandatées s'effectue dans des conditions de stricte confidentialité vis-à-vis des tiers. Les documents doivent être classés de façon à permettre un contrôle aisé, suivant le principe de la comptabilité séparée. En cas de contrôle, le CDF sera informé avec un préavis d'une semaine ouvrable au minimum.
- 18.3 Le CDF et l'ensemble du partenariat s'engagent à mettre à disposition des évaluateurs mandatés à entreprendre l'évaluation éventuelle intermédiaire ou ex-post du Programme, tout document ou information de nature à permettre à cette évaluation d'être menée à bonne fin, et à leur donner les droits d'accès prévus à l'article 17.2 de ce contrat.
- 18.4 Le CDF s'engage à faire accepter les obligations prévues aux articles 17.1, 17.2 et 17.3 par ses partenaires.

Article 19 – Modification du projet et avenants au contrat

- 19.1 Le CDF devra demander l'autorisation de l'AG/SC pour toute modification du projet conformément aux modalités prévues dans le Manuel du Programme.

Tout projet qui, suite à une modification, viendrait à ne plus respecter les critères minimum concernant les dimensions du partenariat tels que définis dans les critères d'éligibilité du Programme ou, le cas échéant, de l'appel concerné, pourra être déprogrammé par le Comité de Suivi du Programme

- 19.2 Les modifications suivantes feront l'objet d'une modification du formulaire de candidature et seront soumises à l'approbation du Comité de Suivi :
- a. une redistribution majeure des lignes budgétaires/composantes ;
 - b. une redistribution du montant FEDER entre les partenaires FEDER ;
 - c. une redistribution du montant IAP entre les partenaires IAP ;
 - d. une prorogation de l'échéance prévue pour la clôture des activités ;

- e. une modification du partenariat ;
- f. une modification de l'allocation FEDER ou IAP du projet ;
- g. une modification du taux de cofinancement de l'opération ;
- h. un changement majeur des objectifs, produits et activités du projet.

19.3 Seules les modifications d, e, f et g susmentionnées feront l'objet d'un avenant au présent contrat, d'une modification du formulaire de candidature et, le cas échéant, de la convention inter partenariale.

19.4 Les changements d'adresses, de personne de contact ou de comptes bancaires des partenaires font l'objet d'une notification obligatoire au Programme.

Article 20 – Conflit d'intérêt et lutte anti-fraude

20.1 Le CDF et l'ensemble du partenariat s'engagent à prendre toutes les mesures nécessaires afin de prévenir tout risque de conflit d'intérêt qui pourrait empêcher une exécution impartiale et objective du présent contrat.

Il y a conflit d'intérêt lorsque la réalisation impartiale et objective de l'opération est compromise pour des motifs familiaux, affectifs, d'affinité politique ou nationale, d'intérêt économique, ou pour tout autre motif.

20.2 Le CDF et l'ensemble du partenariat s'engagent à prendre immédiatement les mesures nécessaires pour remédier à toute situation constitutive d'un conflit d'intérêt ou susceptible de conduire à un conflit d'intérêt et d'en informer l'AG.

20.3 Le CDF et l'ensemble du partenariat s'engagent à respecter le principe de « tolérance zéro » en matière de lutte contre la fraude et la corruption, ainsi qu'à être particulièrement vigilants sur ces sujets et à dénoncer toute conduite susceptible d'être considérée comme un soupçon de fraude aux autorités nationales compétentes et d'en informer l'AG.

20.4 L'AG/SC s'engage à respecter le principe de « tolérance zéro » en matière de lutte contre la fraude et la corruption, ainsi qu'à être particulièrement vigilant sur ces sujets et à dénoncer toute conduite susceptible d'être considérée comme un soupçon de fraude aux Etats participants à tout moment.

20.5 Afin de détecter des risques potentiels de fraude portant atteinte aux intérêts financiers de l'Union européenne, l'AG/SC peut avoir recours à un outil dénommé ARACHNE mis à disposition par la Commission européenne. Dans ce cadre, les données prévues à l'Annexe III du Règlement Délégué (UE) N°480/2014 peuvent être transmises à la Commission européenne pour traitement. L'AG/SC pourra consulter les résultats de ce traitement et prendra les mesures nécessaires pour protéger les intérêts financiers de l'Union européenne.

Article 21 - Résiliation du contrat

21.1 L'AG, avec approbation du Comité de Suivi, peut mettre fin au présent contrat et demander le remboursement des sommes déjà versées sans être tenue à une quelconque indemnité à ce titre dans les cas suivants :

- a. Abandon de l'opération sur décision du projet ;
- b. Déprogrammation du projet par le Comité de Suivi du Programme à la demande de l'AG ;
- c. Constatation de fausses déclarations faites au moment de la signature du présent contrat, y compris la déclaration des aides reçues précédemment sous le régime *de minimis* ou concernant la conformité avec les dispositions de l'article 20 du Règlement Général d'Exemption par Catégorie (RGEC) permettant au partenaire de participer. ;

- d. Constatation de faux documents produits au moment de la signature du présent contrat ;
- e. Non-exécution des obligations qui incombent au CDF et au partenariat en vertu de la convention inter partenariale et du présent contrat, dès lors que cette inexécution n'est pas justifiée et que le CDF ne s'est pas acquitté de ses obligations ou n'a pas fourni d'explication valable à l'expiration du délai ;
- f. Utilisation, totale ou partielle, de la subvention accordée pour des finalités autres que celles prévues dans le présent contrat ;
- g. Transfert ou cession de la part du CDF ou d'un de ses partenaires, d'une partie ou de la totalité de l'opération à un tiers, sauf dans le cas prévu à l'article 21.2 et 21.3 du présent contrat ;
- h. Le CDF devient insolvable ou fait l'objet d'une procédure de faillite ;
- i. En cas de confirmation de fraude par les autorités compétentes.

21.2 Dans les cas définis ci-dessus l'AG notifiera cette intention au CDF qui disposera d'un délai de 30 jours calendaires à compter de l'envoi de la notification par l'AG pour apporter une réponse.

21.3 En cas de résiliation du contrat, l'AG se réserve le droit de demander le remboursement total ou partiel des sommes versées. Le CDF est tenu de garantir le remboursement des sommes dues dans les conditions et dans les délais explicitement indiqués dans la communication de l'AG.

21.4 Si l'AG exerce son droit de remboursement, les sommes dues seront majorées d'un intérêt, calculé à partir de la date à laquelle le paiement initial a été fait et jusqu'à la date du remboursement effectif. Le taux d'intérêt applicable sera celui appliqué par la Banque centrale européenne à ses opérations principales de refinancement en Euros le premier jour du mois pendant lequel expire l'échéance de paiement établie par l'AG.

21.5 Dans les cas prévus à l'article 20.1 l'AG suspendra les paiements non encore acquittés à titre conservatoire et sans préavis.

21.6 Les dispositions précédentes sont sans préjudice de l'application d'autres mesures ou sanctions qui pourraient être édictées en conformité avec la législation nationale française.

Article 22 – Cession

22.1 L'AG a le droit de transférer ou céder la subvention et les paiements qui en découlent à un tiers. Dans ce cas, l'AG informera immédiatement le CDF.

22.2 Le CDF peut transférer ou céder les droits et obligations dérivant du présent contrat à un tiers avec l'accord préalable et par écrit de l'AG et du Comité de Suivi.

22.3 Dans le cas d'une succession, par exemple changement de statut légal, le CDF doit transférer les droits et obligations dérivant du présent contrat à son successeur légal et en informer immédiatement l'AG ainsi que le ou les autorités nationales concernées.

Article 23 – Dispositions finales

23.1 Toute communication faite dans le cadre du présent contrat doit être soumise à l'AG du Programme par écrit, en anglais ou en français, et doit préciser le numéro et l'intitulé du projet. Conformément à l'article 122.3 du Règlement (UE) N°1303/2013 et les modalités prévues dans la piste d'audit du Programme, les échanges d'information entre le CDF et l'AG seront effectués de manière dématérialisée via l'outil de monitoring du Programme et, le cas échéant, par e-mail. .

- 23.2 Si une ou plusieurs des dispositions de ce contrat sont déclarées, par une autorité judiciaire compétente, nulles, illégales ou inapplicables, les deux parties s'engagent à modifier la ou les dispositions en question de manière à refléter cette décision.
- 23.3 Dans le cas où un nouveau partenaire rejoindrait l'opération en cours d'exécution, ce dernier devrait fournir le modèle de déclaration des partenaires, dûment rempli et signé, et devrait également signer séparément la Convention inter partenariale.
- 23.4 Le présent contrat et ses avenants sont soumis au droit français et tout litige qui pourrait apparaître dans son exécution et qui n'aurait pu être réglé à l'amiable entre les parties sera soumis au tribunal administratif de Marseille, France.
- 23.5 Le contrat est rédigé et signé en français et en anglais. En cas de contradiction entre les deux versions, la commune intention des parties sera recherchée.

Article 24 – Annexes

24.1 Sont annexés au présent contrat et en font partie intégrante, les documents suivants :

- Annexe I : Formulaire de candidature consolidé, incluant ses annexes et déclarations obligatoires.
- Annexe II : Communication de l'AG, notifiant au CDF, la décision du Comité de Suivi du Programme.
- Annexe III : Convention inter partenariale signée par toutes les parties intéressées.

English version

Subsidy contract

BETWEEN

The Provence-Alpes-Côte d'Azur Region, represented by its President,

- as Managing Authority⁹ of the Interreg MED Programme (hereafter MA), represented by its President,

AND

⁹ As defined in Article 125 of Regulation 1303/2013.

as Lead Partner¹⁰ beneficiary of the operation (hereafter LP)

Spanish Ministry of Finances and Public Administration - General Direction of Community Funds

*Paseo de la Castellana, 162
28046 – Madrid – Espagne*

represented by <Name and function of the signatory, the person duly authorised to commit the managing body legally with respect to third parties (for example, chairman, managing director, rector, etc.)>

¹⁰ As defined in Article 13 of Regulation 1299/2013.

Foreword

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Foreword

This Contract is signed on the basis of the following documents that form the legal framework applicable to the rights and obligations of parties; they undertake to comply with the applicable provisions:

- European Commission **Decision C (2015) 3756 final** approving the Interreg MED Cooperation Programme and its amendments;
- **Regulation (EU) No. 1303/2013** of the European Parliament and of the Council of 17 December 2013 laying down 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 laying down 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, and its amendments;
- **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, and its amendments;
- **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, and its amendments;

- **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), and its amendments;
- **Regulation (EU, Euratom) No. 966/2012** of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002, and its amendments;
- **Commission Delegated Regulation (EU) No. 1268/2012** of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No. 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union, and its amendments;
- **Commission Implementing Regulation (EU) No. 821/2014** of 28 July 2014 laying down rules for the application of Regulation (EU) No 1303/2013 of the European Parliament and of the Council as regards detailed arrangements for the transfer and management of programme contributions, the reporting on financial instruments, technical characteristics of information and communication measures for operations and the system to record and store data, and its modifications;
- **Commission Delegated Regulation (EU) No. 481/2014** of 4 March 2014 supplementing Regulation (EU) No. 1299/2013 of the European Parliament and of the Council with regard to specific rules on eligibility of expenditure for cooperation programmes, and its amendments ;
- **Article 20 of Regulation (EU) No. 651/2014** of the Commission of 17 June 2014 declaring certain categories of aid compatible with the internal market within the meaning of Articles 107 and 108 of the Treaty, and its amendments;
- Commission **Regulation (EU) No. 1407/2013** of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to *de minimis* aid, and its amendments;
- **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, and its amendments;
- **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, and its amendments;
- The decision of the Monitoring Committee of the MED Programme of 28th September 2016 that approved the architecture and the main elements of the Axis 4 platform project;
- The financing agreements signed between the competent authorities of the European Commission, each IPA country in question and the Interreg MED Programme's Management Authority, and their amendments;
- National Regulations on competition, State aid and public procurement and their amendments;
- The Programme Manual approved by the Programme Monitoring Committee and its updates;
- The Partnership Agreement signed by all interested partners of the financed project and its amendments;
- The application documents (Application Form and any additional declarations) form an integral part of this contract

This Subsidy Contract (hereafter "contract") sets out the legally-binding conditions for the financing, implementation and management of the operation.

THE AFOREMENTIONED PARTIES ADOPT THIS CONTRACT

Article 1 – Purpose of contract

- 1.1 The Interreg MED Programme **Monitoring Committee approved a decision on 21.06.2017** to grant an ERDF subsidy, IPA if appropriate, under the conditions drawn up in this contract and its annexes, to the partnership represented by the LP for the implementation of the project entitled **MED Governance Platform**, acronym **PANORAMED** and **internal reference number 3186** (hereafter "project").
- 1.2 The LP undertakes to implement the project in partnership with the following partners:
 - **Partner 1: Regional Council Provence-Alpes-Côte d'Azur**
 - **Partner 2: Directorate for European Integration of the Council of Ministers of Bosnia and Herzegovina**
 - **Partner 3: Ministry of European Integration of Albania**
 - **Partner 4: Region Emilia Romagna – Direzione Generale Risorse Europa Innovazione e Istituzioni**
 - **Partner 5: Directorate General for European Programmes, Coordination and Development of Cyprus**
 - **Partner 6: Government Office for Development and European Cohesion Policy of Slovenia**
 - **Partner 7: Ministry of Regional Development and EU Funds of Croatia - Directorate for Regional Development**
 - **Partner 8: Ministry of European Affairs – General Directorate for Coordination of EU Assistance Programmes of Montenegro**
 - **Partner 9: Region Toscana – Direzione Attività Produttive**
 - **Partner 10: Agency for Development and Cohesion of Portugal**
 - **Partner 11: Secretariat General for the Sea – France**
 - **Partner 12: Ministry for European Affairs and the Implementation of the Electoral Manifesto - Strategy and Implementation Division of Malta**
 - **Partner 13: General Commission for Territorial Equality of France**
 - **Partner 14: Molise Region - III Department- Development policy**
 - **Partner 15: Marche Region – Integrated Planning, Commerce, Cooperation, Internationalisation**
 - **Partner 16: General Secretariat for Public Investments and NSRF – Ministry of Economy and Development of Greece**
- 1.3 This contract enters into force immediately after it is signed, without prejudice to the provisions for project implementation and expense eligibility, and expires on the first day after receipt of the final payment by the last partner, although the obligations under EU and national legislation remain applicable, especially the conditions provided for by the audit and archiving obligations set out in Article 140 of Regulation (EU) No. 1303/2013 and in Article 16.1 of this contract.

- 1.4 If appropriate, this contract enters into force for the beneficiaries of the IPA funds, subject to and only after the signing of the financing agreement between the competent authorities of the European Commission, of each concerned IPA country and the MA.

Article 2 – Conditions for granting the ERDF/IPA subsidy

- 2.1 The ERDF/IPA subsidies are granted exclusively for the implementation of the operation as approved by the Programme Monitoring Committee.
- 2.2 The ERDF subsidy approved by the Programme Monitoring Committee for the implementation of the operation amount to **7.128.627,03 Euros**.
- 2.3 If appropriate, the IPA subsidy approved by the Programme Monitoring Committee for the implementation of the project amount to **521.373,00 Euros**.
- 2.4 The total amount of the ERDF funds, and the IPA if appropriate, approved by the Programme Monitoring Committee for the implementation of the project and the co-financing rate are calculated on the basis of total eligible costs as indicated below:

Approved ERDF contribution:	7.128.627,03	Euro (€)
National public co-financing to the ERDF:	1.257.992,97	Euro (€)
National private co-financing to the ERDF:	0,00	Euro (€)
Approved IPA contribution:	521.373,00	Euro (€)
National public co-financing to the IPA fund:	92.007,00	Euro (€)
<hr/>		
Total approved eligible budget:	9.000.000,00	Euro (€)
ERDF co-financing rate:	85 %	
IPA co-financing rate:	85 %	

- 2.5 The co-financing rate applicable to each ERDF/IPA partner is set out in the consolidated application form and cannot under any circumstances exceed 85% of eligible costs.

If appropriate, the ERDF co-financing rate cannot exceed 50% of eligible costs for a small or medium-sized enterprise (SME¹¹), when the subsidy is granted on the basis of conditions taken from the General Block Exemption Regulation (GBER)¹².

- 2.6 The LP confirms that the entire or part of the operation has not received or will not receive additional financing from the European Union (other than the ERDF/IPA funds mentioned in Articles 2.2 and 2.3 throughout the project).

¹¹ As defined in the Programme Manual, the GBER (Regulation (EU) No. 651/2014) and in Commission Recommendation 2003/361/EC of 6 May 2003 relating to the definition of micro, small and medium-sized enterprises.

¹² Regulation (EU) No. 651/2014 of the Commission of 17 June 2014 declaring certain categories of aid compatible with the internal market within the meaning of Articles 107 and 108 of the Treaty

Article 3 – Operation execution period

- 3.1 The official project start-up date is **03.07.2017**, the operation should start its activities within two months of this date at the latest. Beyond this deadline, the MA reserves the right to suggest to the Programme Monitoring Committee that the project should be removed from the Programme.
- 3.2 The LP should send to the Joint Secretariat (hereafter JS) the minutes of the first meeting of the project steering group, confirming that activities have started as per the indications supplied by the Programme, within at the latest 3 months from the project start (ref. Partnership Agreement 4.1d).
- 3.3 The official project end date is **29.04.2022**.

Article 4 – Eligibility of expenses

- 4.1 Without prejudice to the provisions set out in Regulations (EU) No. 1303/2013 and No. 1299/2013 and Delegated Regulation (EU) No. 481/2014, the Interreg MED Cooperation Programme states the expenditure eligibility rules applicable to co-financed projects.
- 4.2 The subsidy will only be paid for eligible expenses. To be deemed eligible, the expenses of a project must:
 - a. Constitute costs of project implementation in accordance with the most recent consolidated approved version of the Application Form;
 - b. Not relate to costs financed by other European funds, as that would mean double financing;
 - c. Be essential to project implementation and not have incurred if the project was not implemented;
 - d. Comply with the principle of actual costs, except for flat rates or lump sums;
 - e. Comply with the principle of sound financial management;
 - f. Be paid directly by the beneficiary and justified by proof of payment (invoices, payslips, etc.) except for flat rates or lump sums;
 - g. Be made, committed and paid within the project eligibility period (see Article 4.5 of this contract);
 - h. Be recorded in the beneficiary's accounting system through a specific book-keeping system or identified using a specific project accounting code;
 - i. The expenses of the project must be validated by an accredited First Level Controller in accordance with Article 125(4) of Regulation (EU) No. 1303/2013.
- 4.3 Preparation costs amounting to **30.000,00 Euros** are included in the consolidated application form; the relevant ERDF will be paid to the ERDF partners as per the approved distribution in the said application form. The preparation costs may only be paid after this contract has been signed by all interested parties.
Preparation costs are not eligible for the IPA partners. Any preparation costs allocated to an IPA partner in the application form will be removed from the total eligible budget for the project.

- 4.4 The expenses for the implementation of the operation are eligible from the date on which the Programme Monitoring Committee approved the operation, as stated in Article 1.1 of this contract.
- 4.5 However, IPA country partner expenses may only be declared and reimbursed after the signing of the financing agreement between the competent authorities of the European Commission, of each concerned IPA country and the MA. In a similar way, no request for an advance may be processed before the said agreement has been signed.
- 4.6 Any operational expense should relate to the implementation of an activity carried out before the project end date. Payments of those expenditures may be made maximum within two months the project end date.
- 4.7 In addition, the administrative expenses for closing projects (only first level control and staff costs) may be committed and paid within two months after the project end date.
- 4.8 However, as the closing date for costs relating to the Programme's operations is set for 30 June 2022, all projects ending after 30 April 2022 will have the additional period of two-month payment delay reduced in line with the limit date of 30 June 2022 (administrative expenses relating both to the closure and the implementation of the project) .

Article 5 – Payment claims and progress reports

- 5.1 The LP should submit payment claims to the MA/JS at six month intervals maximum three months after the end of each implementation period, according to the following timetable:

Reference period	Expenditure forecast per period of implementation (€)			
	Total eligible (€) of partners ERDF	ERDF	Total eligible (€) of partners IPA Funding	IPA Funding
Semester I (from 01/07/2017 to 31/12/2017)	587,063.40 €	499,003.89 €	18,401.40 €	15,641.19 €
Semester II (from 01/01/2018 to 30/06/2018)	838,662.00 €	712,862.70 €	61,338.00 €	52,137.30 €
Semester III (from 01/07/2018 to 31/12/2018)	838,662.00 €	712,862.70 €	61,338.00 €	52,137.30 €
Semester IV (from 01/01/2019 to 30/06/2019)	922,528.20 €	784,148.97 €	73,605.60 €	62,564.76 €
Semester V (from 01/07/2019 to 31/12/2019)	922,528.20 €	784,148.97 €	79,739.40 €	67,778.49 €
Semester VI (from 01/01/2020 to 30/06/2020)	922,528.20 €	784,148.97 €	79,739.40 €	67,778.49 €
Semester VII (from 01/07/2020 to 31/12/2020)	922,528.20 €	784,148.97 €	79,739.40 €	67,778.49 €
Semester VIII (from 01/01/2021 to 30/06/2021)	922,528.20 €	784,148.97 €	67,471.80 €	57,351.03 €
Semester IX (from 01/07/2021 to 31/12/2021)	922,528.20 €	784,148.97 €	67,471.80 €	57,351.03 €
Semester X (from 01/01/2022 to 29/04/2022)	587,063.40 €	499,003.89 €	24,535.20 €	20,854.92 €
Total	8,386,620.00 €	7,128,627.03 €	613,380.00 €	521,373.00 €

The first implementation period starts on the date on which the eligibility of expenditure starts, as set out in Article 4.4 of this contract.

The final implementation period ends on the official end date of the project, as set out in Article 3.3 of this contract.

Should the LP submit a half-yearly payment claim lower than the above forecasts, there is no guarantee of availability of the certified ERDF/IPA amount(s) for the following periods, in accordance with Articles 132, 135 and 136 of Regulation (EU) No. 1303/2013 and Article 5.5 of this contract (automatic decommitment).

- 5.2 The LP must justify the payment claim by providing adequate proof of the progress of works in accordance with the work plan and timetable indicated in the consolidated application form as approved by the Programme Monitoring Committee. The payment claims will be accompanied by progress reports for the concerned implementation period and certificates from controllers (first level control) of all project partners for all expenses included in the mentioned payment claim. If appropriate, any annex required to justify activities implemented will also be submitted with the payment claim.

To present this documentation, the LP will use exclusively the official templates provided by the JS and available via the Programme online monitoring tool.

A final report should be submitted at the same time as the final payment claim. It should provide information on the actual achievements, results and impacts of the project as a whole and global financial over-view.

- 5.3 After eighteen months of project implementation, and provided that the total of certified expenditure during this period presents a significant difference with the amounts foreseen in article 5.1, the MA reserves the option of proposing the cancellation, modification and/or reduction of the budget of project to the Programme Monitoring Committee.

The analysis of the budgetary situation of the project will be done, as far as possible, in the framework of treatment of the nearest payment claim.

The LP will be notified of the application of this clause in advance by the MA. The LP shall have one month from the date of notification to explain the reasons for the delay before any proposal for possible cancellation, modification and/or reduction of the budget of the project is transmitted by the MA to the Programme Monitoring Committee for decision.

- 5.4 The ERDF payments of preparation costs foreseen in the application form will be made automatically once this contract has been signed.
- 5.5 Where an annuity (ERDF or IPA) of the Interreg MED Programme is decommitted automatically by the European Commission, in line with Article 136 of Regulation (EU) No. 1303/2013, the MA reserves the right to suggest to the Monitoring Committee reducing the subsidy for expenditure not incurred in line with the timetable provided for in Article 5.1 of this contract

The LP will be notified by the MA of the application of the automatic decommitment at project level. The LP will then have one month from the notification date to decide, in agreement with the project steering group, on the application of the reduction of funds within the partnership following the instructions of the Programme.

Article 6 – Using the euro

- 6.1 Expenditure incurred in a currency other than the euro should be converted into Euros using the exchange rate of the month during which the expenses have been submitted for verification by the controller, in accordance with Article 28(b) of Regulation (EU) No. 1299/2013.

Article 7 – Payments to the partners

- 7.1 Payments will be done in euros to the bank account indicated for each partner by the Certifying Authority (hereafter CA). The beneficiaries are responsible for any losses due to the exchange rate.
- 7.2 The CA will pay each partner as and when funds are transferred by the European Commission. In the event of a delay in transferring contributions from the European Commission, no claim can be formulated by partners to the MA.

If the European Commission does not transfer the funds on time or because of any blockage of payments, the MA may terminate this contract and will not be liable for any claim.

- 7.3 In accordance with Article 132 of Regulation (EU) No. 1303/2013, the subsidy payments can be suspended partially or totally for reason of non-compliance with the Programme rules or suspicion of irregularity or fraud.
- 7.4 In the event of overpaid amounts or irregularities identified during the implementation of the project, the MA reserves the right to ask the partners involved to reimburse all or part of the EU

funds and to reduce the amount of the EU funds granted. It is permanently incumbent on the LP to guarantee reimbursement of EU funds that have been overpaid.

Article 8 – Responsibilities of the Lead Partner and representation of the partners

- 8.1 The LP accepts the subsidy and undertakes to implement the project under its responsibility in accordance with the "Lead Partner principle", as indicated in Article 13 of the Regulation (EU) No. 1299/2013 and in the Programme Manual.
- 8.2 The LP ensures the project financial management and coordinates the partners listed in Article 1.2 of this contract, for which it is legally liable to the MA.
- 8.3 The LP confirms that all partners receiving ERDF or IPA funds meet the definition of beneficiaries as indicated in Article 2.10 of Regulation (EU) No. 1303/2013 and that they undertake to participate in the project activities, as described in the consolidated application form, and to comply with the sharing of mutual responsibilities between each other as established in the Partnership Agreement.
- 8.4 The LP confirms, furthermore, that the planned activities in the operation do not conflict with the relevant European and national policies and legislation in all countries involved and that any authorisations required for their implementation have been obtained;
- 8.5 Under no circumstances or in any capacity whatsoever can the MA be held liable for damages caused to the staff or property of the LP or one of its partners during the implementation of the project. No request for compensation or increased subsidy is therefore permitted for these reasons.
- 8.6 The LP is alone legally liable with respect to third parties, including for any kind of damage potentially caused to them during implementation of the operation. The LP clears the MA of any liability for any claim or proceedings resulting from a breach of legislation committed by the LP itself, its employees or its partners, or a violation of third party rights.
- 8.7 Except for a case of *force majeure*, the LP is required to repair any damage caused to the MA following poor execution of the project.
- 8.8 In the event of disagreement over decisions made by the MA/JS and the Programme Monitoring Committee during the project's implementation, the LP is required to submit any claims regarding the partners to the MA/JS.

Article 9 – Lead Partner Obligations

The LP undertakes to:

- 9.1 Sign the project Subsidy Contract and ensure the smooth operation of the project in compliance with the description and timetable of activities included in the consolidated application form.
- 9.2 Inform the MA immediately of any event likely to cause a temporary or definitive interruption or any other deviation in the implementation of the project, especially a reduction in implementation costs, changing the objectives and activities as set out in the description of the project, a change to the operation's budget and any circumstance likely to have an impact on the subsidy's payment conditions.
- 9.3 Draw up provisions for sound financial management of funds allocated to the project, including a system for recovering overpaid amounts from the partners, in accordance with Article 27 of Regulation (EU) No. 1299/2013.
- 9.4 Advise the Programme authorities of clear violations of the EU and national regulations on State aid and public procurement issues;
- 9.5 Comply with the cross-disciplinary principles of EU policies (mainly additionality, gender equality,

non-discrimination and sustainable development).

- 9.6 The LP undertakes that these conditions applicable to it under this contract also apply to project partners.

Article 10 – Lead partner Rotation principle

- 10.1 In the course of the project implementation, the role of Lead partner can be covered by diverse project partners, according to the rotation principle. The rotation principle is an option, not an obligation.
- 10.2 The application of the option has to be validated by the Monitoring Committee of the Programme. The validation implies a change of the project Lead Partner.
- 10.3 Once the change of the Lead partner has been validated by the Monitoring Committee, a new subsidy contract is signed between the Managing Authority and the new Lead partner. The Partnership Agreement will be amended accordingly.

Article 11 – Managing Authority obligations

Without prejudice to provisions established by Article 125 of Regulation (EU) No. 1303/2013, the MA undertakes to:

- 11.1 Verify that the approval conditions of the ERDF subsidy and, if appropriate, of the IPA subsidy, fixed in this contract have been met.
- 11.2 Make sure that the control and management system set up by the LP is working smoothly.
- 11.3 Ensure the consistency, legality and eligibility of expenses based on information received from the LP.
- 11.4 Process the payment claims and six-month progress reports and related documents and transfer the payment order to the CA after clarifying any point that may be outstanding.
- 11.5 Make sure that the funds are received by the partners.
- 11.6 Review and respond within a reasonable time to any disagreements, in cooperation with the Monitoring Committee, if necessary.
- 11.7 Make sure that all beneficiaries have access to all relevant information, the use of digital or other means and those destined for specific groups of beneficiaries.

Article 12 – Compliance with public procurement rules

- 12.1 The LP and the partners undertake to comply with community¹³, national and Programme rules on purchasing and public procurement.
- 12.2 The Programme rules on this subject must be applied for partners for whom aforementioned rules are not enforceable.

¹³ In particular, 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.

Entities that are not subject to public procurement obligations must despite everything comply with the basic principles for the contract-awarding standards. As such, they must prefer the best quality/price ratio or, if appropriate, the lowest price.

- 12.3 In accordance with Title IV, Chapter 3 of Regulation (EU, Euratom) No. 966/2012 (Financial Regulation) and Part 2, Title II, Chapter III of Commission Delegated Regulation (EU) No. 1268/2012, public procurement regulations under external EU actions are applicable to the IPA partners.
- 12.4 All project partners should comply with the fundamental principles related to public procurement i.e. the principles of transparency, non-discrimination and equal treatment must be respected and conditions for effective competition must be put in place.

Article 13 –Communication and publicity rules

- 13.1 The LP and the partners agree to advertise the European participation as per the provisions stipulated by Regulations (EU) No. 1303/2013 (mainly Annex XII) and No. 821/2014 and in the Programme Manual.
- 13.2 More precisely, any communication or publication about the operation, including information published online or during a conference or seminar must mention that the operation has been supported by the European Union, ERDF or IPA funds and the Interreg MED programme, as per the communication and publicity rules drawn up by the Programme. In addition, the LP and all partners should ensure the publication of information on the content and the participation of partners in the co-financed operation.

Any communication or publication about the project, regardless of its form or type, including via the Internet, must state the author's liability and that the MA is not responsible for any use that could be made of information contained in the communication or publication.

- 13.3 The MA has the right to publish, regardless of its form or medium, including via the Internet, the consolidated application form and especially the following information:
- Names of the LP and its partners;
 - Purpose of the subsidy;
 - Amount granted and co-financing rate in relation to the total eligible cost of the operation;
 - Geographical location of the implementation of the operation;
 - Progress in executing the project and the final report;
 - Deliverables and results of the operation, including extracts.

13.4 Any communication campaign, intervention in the media or other form of advertising about the project should be communicated to the Joint Secretariat to update the web platform or other promotion of the information.

13.5 The project must comply with the requirements of the web platform described in the Programme Manual.

Article 14 – Intellectual property

- 14.1 In the spirit of cooperation and exchange, the LP and all the other project partners should ensure that all the deliverables and results produced under the operation co-financed by the Interreg MED Programme are in the public interest and free of rights.
- 14.2 The deliverables and results of the project operation should be accessible and available for free to the general public in a usable format. The MA/JS and any other relevant Programme stakeholder can use them for information and communication purposes in the framework of the Programme.

Article 15 – Operations generating net revenue

- 15.1 The eligible expenditure of the project to be co-financed using the Funds is reduced in advance given the potential of the project to generate net revenues over the project implementation period and up to three years after its completion.
- 15.2 Regulation (EU) No. 1303/2013 (mainly Articles 61 and 65.8) and Delegated Regulation No. 480/2014 (mainly Articles 15 to 19) specify the rules for income-generating operations under operations co-financed by the structural funds, without prejudice to provisions set out in the Programme Manual on this same subject and in national provisions.

Article 16 – Compliance with State aid regulations

- 16.1 In accordance with Article 107 of the Treaty on the Functioning of the European Union, save for dispensations provided for by the treaties, aid granted by the States or using State resources in any form whatsoever that distorts or threaten to distort competition by favouring certain companies or certain productions is incompatible with the internal market, insofar as it affects exchanges between member States.
- 16.2 The LP undertakes to ensure that the financed operation is compatible with the regulations on State aid, especially the aid scheme set out in Article 20 of the General Block Exemption Regulation (GBER)¹⁴ or in conformity with the *de minimis*¹⁵ regulation.

Article 17 – Archiving and storage of data

- 17.1 The LP and all the partners undertake to archive and store in a single location the technical, financial and administrative file on the operation in accordance with the provisions of the regulations up to 31 December 2028.
- 17.2 The documents are stored as originals or on commonly agreed data carriers containing the electronic versions of original documents or the documents that only exist in electronic format.
- 17.3 The LP is required to keep the originals of the project contractual documents and any exchanges and notifications of the Programme.
- 17.4 The LP undertakes to have its partners accept the obligations provided for under Articles 16.1 and 16.2.

Article 18 – Accounting, certification and assessment

- 18.1 The LP and all partners agree that the competent services of the European Commission, States participating in the Programme, the European Court of Auditors and national authorities co-financing the project along with the Audit Authority, the CA and the MA/JS of the Interreg MED Programme may control the use made of the funds, through administrative or on the spot checks

¹⁴ Regulation (EU) No. 651/2014 of the Commission of 17 June 2014 declaring certain categories of aid compatible with the internal market within the meaning of Articles 107 and 108 of the Treaty.

¹⁵ Commission Regulation (EU) No. 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to *de minimis* aid.

In accordance with Article 140 of Regulation (EU) No. 1303/2013, Article 16 of this contract and the procedures mapped out in the Programme's audit trail, the LP and all partners agree to keep all the financial, legal and commercial documents relating to the life of the operation available to the national authorities and the relevant and competent Programme structures.

- 18.2 For this purpose, the LP and all partners undertake to give to the personnel of the institutions/structures mentioned in the previous paragraph 17.1, and to persons delegated by them, appropriate right of access to the sites and premises of the LP and all partners, including the computer systems, as well as to all computerised documents and data regarding the technical and financial management of the operation. Delegated persons gain such access under conditions of strict confidentiality with respect to third parties. The documents must be filed to allow easy control following the principle of separate accounting. The LP will be given at least one working week notice of a control.
- 18.3 The LP and all partners undertake to make available to auditors mandated to carry out the mid-term or ex-post assessment of the Programme, any document or information that contributes to the success of this assessment and to give them the access rights set out in Article 17.2 of this contract.
- 18.4 The LP undertakes to have its partners accept the obligations provided for under Articles 17.1, 17.2 and 17.3.

Article 19 – Changes to the project and amendments to the contract

- 19.1 The LP should request authorisation from the MA/JS for any change to the project as per the procedures provided for in the Programme Manual.

The project that, because of a change shall come in a situation not to present anymore the minimum requirement in the size of the partnership, as foreseen in the eligibility criteria of the Programme, or, if applicable, in the concerned application procedure, may be cancelled by the Programme Monitoring Committee.

- 19.2 The following changes will require a modification of the application form:
- a. a major redistribution among budget lines or work packages;
 - b. a redistribution of the ERDF amount between the ERDF partners;
 - c. a redistribution of the IPA amount between the IPA partners;
 - d. an extension of the foreseen deadline for closing activities;
 - e. a change in the partnership;
 - f. a change in the project's ERDF or IPA allocation;
 - g. a change in the operation's co-financing rate;
 - h. a major change in the objectives, outputs and activities of the project.
- 19.3 Only aforementioned changes d, e, f and g will require an amendment to this contract, a change to the application form and, if appropriate, to the Partnership Agreement.
- 19.4 Changes of address, contact person or bank account of partners must be notified to the Programme without fail.

Article 20 – Conflict of interest and fraud prevention

20.1 The LP and all partners undertake to make every effort to prevent any risk of conflict of interest which could hinder impartial and objective execution of this contract.

There is conflict of interest when the impartial and objective execution of the operation is compromised for family or emotional reasons, political or national relationship, economic interest or any other reason.

20.2 The LP and all partners undertake to make every effort immediately to prevent any situation constituting a conflict of interest or likely to lead to a conflict of interest and to inform the MA of this.

20.3 The LP and all partners undertake to comply with the principle of "zero tolerance" in terms of fraud prevention and corruption and to be especially vigilant on this subject. They also undertake to denounce any conduct likely to be considered as suspected fraud to the competent national authorities and to advise the MA of this.

20.4 The MA/JS undertake to comply with the principle of "zero tolerance" in terms of fraud prevention and corruption and to be especially vigilant on this subject. They also undertake to denounce any conduct likely to be considered as suspected fraud to the participating States at any time.

20.5 The MA/JS can use a tool called ARACHNE made available by the European Commission to detect the potential risks of fraud that undermine the financial interests of the European Union. In this context, the data provided for in Annex III of the Delegated Regulation (EU) No. 480/2014 can be sent to the European Commission for processing. The MA/JS may consult the outcome of this processing and do whatever is necessary to protect the financial interests of the European Union.

Article 21 – Termination of contract

21.1 The MA, with the approval of the Monitoring Committee, can end this contract and request reimbursement of sums already paid, without being liable for any compensation whatsoever in this matter, in the following cases:

- a. Project decision to cease the activities;
- b. Project removed from the Programme by the Programme Monitoring Committee at the request of the MA;
- c. False declarations noted when signing this contract, including the declaration of aid received previously under the *de minimis* scheme or relating to compliance with the provisions of Article 20 of the General Block Exemption Regulation (GBER) allowing the partner to participate;
- d. False documents produced at the time of signing this contract;
- e. Failure to execute obligations incumbent on the LP and the partners by virtue of the Partnership Agreement and this contract, as long as this failure is not justified and the LP has not honoured its obligations or has not provided a valid explanation on expiry of the deadline;
- f. Total or partial use of the funds granted for purposes other than those listed in this contract;
- g. Transfer or cession by the LP or one of its partners of a part or the whole of the project to a third party, except for the provision made in Articles 21.2 and 21.3 of this contract;
- h. The LP becomes insolvent or is subject to bankruptcy procedures;

i. If fraud is confirmed by the competent authorities.

- 21.2 In the cases set out above, the MA will notify this intention to the LP who will have thirty calendar days with effect from the sending of the notification by the MA to reply.
- 21.3 Where the contract is terminated, the MA reserves the right to request total or partial reimbursement of sums paid. The LP is required to guarantee the reimbursement of amounts due in the conditions and deadlines explicitly indicated in the communication from the MA.
- 21.4 If the MA exercises its right for reimbursement, the sums due will have interest added, calculated from the date on which the initial payment was made and up to the actual reimbursement date. The applicable interest rate will be that applied by the Central European Bank to its main re-financing operations in euros on the first day of the month during which the payment date set by the MA expires.
- 21.5 For the cases set out in Article 20.1, the MA will suspend the payments not yet honoured as an interim measure and without notice.
- 21.6 The previous provisions are without prejudice to the application of other measures or sanctions that may be decreed in compliance with national French legislation.

Article 22 – Transfer

- 22.1 The MA has the right to transfer the funds and the resulting payments to a third party. The MA will inform the LP in this case.
- 22.2 The LP can transfer the rights and obligations deriving from this contract to a third party with the prior written consent of the MA and the Monitoring Committee.
- 22.3 In the event of a succession, for example a change in legal status, the LP must transfer the rights and obligations deriving from this contract to the legal successor and inform the MA and the relevant national authorities immediately.

Article 23 – Final provisions

- 23.1 Any communication under this contract must be submitted to the Programme MA in writing, in English or French, and must state the project number and title. In accordance with Article 122.3 of Regulation (EU) No. 1303/2013 and the procedures mapped out in the Programme audit trail, information between the LP and MA is exchanged digitally via the Programme's monitoring tool and, if appropriate, by e-mail.
- 23.2 If one or more of the provisions of this contract are declared null, illegal or inapplicable by a competent legal authority, the two parties undertake to change the provision(s) in question to reflect this decision.
- 23.3 When a new partner joins the operation during execution, it should provide the model of partner declaration duly filled in and signed and also sign the Partnership Agreement separately.
- 23.4 This contract and its amendments are subject to French law and any potential dispute in its execution that cannot be settled amicably between the parties will be presented before the Administrative Court in Marseille, France.
- 23.5 The contract is drawn up and signed in French and English. Should the two versions conflict, the common intention of the parties will be sought.

Article 24 – Annexes

24.1 The following documents are annexed to and are an integral part of this contract:

- Annex I: Consolidated application form, including its annexes and mandatory declarations.
- Annex II: Communication from the MA notifying the LP of the decision of the Programme's Monitoring Committee.
- Annex III: Partnership Agreement signed by all interested parties.

Signé en deux exemplaires (un pour l'AG et un pour le CDF).

Signed in duplicate (one for the MA and one for the LP)

Pour le Chef de file / For the Lead Partner

Pour l'Autorité de Gestion / For the Managing Authority

.....

(Lieu et date)

Marseille, le

(Lieu et date)

.....

(Nom du signataire pour le CDF)

.....

Président de la Région Provence-Alpes-Côte d'Azur

.....

(Signature et cachet)

.....

(Signature et cachet)

REGIONE EMILIA-ROMAGNA
Atti amministrativi

GIUNTA REGIONALE

Caterina Brancaleoni, Responsabile del SERVIZIO COORDINAMENTO DELLE POLITICHE EUROPEE, PROGRAMMAZIONE, COOPERAZIONE, VALUTAZIONE esprime, contestualmente all'adozione, ai sensi della deliberazione della Giunta Regionale n. 2416/2008 e s.m.i., parere di regolarità amministrativa in merito all'atto con numero di proposta DPG/2017/12251

IN FEDE

Caterina Brancaleoni