19ZML0061

interreg CENTRAL EUROPE

Municipal Department for European Affairs City of Vienna

SUBSIDY CONTRACT

Subsidy Contract for the implementation of the Interreg CENTRAL EUROPE project

EINGEGANGEN

Subsidy Contract

for the implementation of the Interreg CENTRAL EUROPE project

CE1388 COCO4CCI

The following contract between

City of Vienna
represented by
Municipal Department 27
(Magistratsabteilung 27)
European Affairs

Schlesinger Platz 2, A-1080 Vienna,
Austria

- acting as Managing Authority of the European Territorial Cooperation Programme Interreg CENTRAL EUROPE, hereinafter referred to as MA -
on behalf of the Federal Republic of Austria, the Republic of Croatia, the Czech Republic, the Federal Republic of Germany, the Republic of Hungary, the Republic of Italy, the Republic of Poland, the Slovak Republic and the Republic of Slovenia.

and

Chamber of Commerce and Industry of Slovenia with its office at
Dimieva ulica 13
1000 Ljubljana
Slovenia
represented by
Sonja Šmuc

- hereinafter referred to as **Lead Partner (LP)**, meaning the lead beneficiary, as defined in Article 13 (2) of Regulation (EU) 1299/2013 -

is concluded on the basis of the rules and documents as specified in § 1 of this contract and lays down the implementing arrangements for the project CE1388, Culture and Creative Industries COOPERATION COLLIDER / COCO4CCI

§ 1

Legal framework

1. The contract is concluded on the basis of the following legal provisions:

- The European Structural and Investment Funds Regulations, Delegated and Implementing Acts for the period 2014-2020, especially Article 125 (3) c of the Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 and Article 12 (5) of Regulation (EU) No 1299/2013 of the European Parliament and of the Council of 17 December 2013 as further specified below;
- The European Territorial Cooperation Programme Interreg CENTRAL EUROPE, approved by the European Commission on 16 December 2014 (Decision No C(2014) 10023 final) setting the strategy of the Programme (hereinafter referred to as CENTRAL EUROPE CP);
- The laws of the Republic of Austria applicable to this contractual relationship;

2. The following laws and documents constitute the legal framework applicable to the rights and obligations of the parties to this contract:

- 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 together with related Delegated or Implementing Acts;
- The European Structural and Investment Funds Regulations, Delegated and Implementing Acts for the period 2014-2020, especially:
  - 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 any amendment
  - 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 any amendment
  - 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 any amendment
  - Implementing and Delegated Acts, especially Commission Delegated Regulation (EU) No 481/2014 of 4 March 2014 supplementing Regulation No 1299/2013 of the European Parliament and of the Council with regard to specific rules on eligibility of expenditure for cooperation programmes and any amendment
- Articles 107 and 108 of the Treaty on the Functioning of the European Union, Commission Regulation (EU) No 1407/2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid, Delegated and Implementing acts as well as all applicable decisions and rulings in the field of state aid;
- All other EU legislation and the underlying principles applicable to the LP and its PPs, including the legislation laying down provisions on public procurement, on competition and entry into the markets, the protection of the environment, the equal opportunities between men and women;

- National rules applicable to the LP and its Project Partners (hereinafter referred to as PPs) and their activities
- All Manuals, Guidelines and any other documents relevant for project implementation (e.g. Application Manuals, Implementation Manuals) in their latest version as published on the programme website or handed over to the LP directly during the project implementation.

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

§ 2

Award of subsidy

1. Based on the application of the LP in its latest version and the supplementing/amending documents in their latest version (altogether hereinafter referred to as "application documents"), in accordance with the decision of the Monitoring Committee of the programme (hereinafter referred to as MC), dated 16-01-2019 (and possible amending decisions) an earmarked subsidy is awarded to the LP for the project CE1388, Culture and Creative Industries COOPERATION COLLIDER from funds of the CENTRAL EUROPE CP.

	Maximum ERDF of funding awarded	Approved Total Partner Co-financing	Approved TOTAL ELIGIBLE BUDGET [1]	Grant rate of the funding
Sub-total for PPs inside the programme area	1.952.121,31 Euro (€)	425.323,19 Euro (€)	2.377.444,50 Euro (€)	82,11 %
Sub-total for PPs outside the programme area	0,00 Euro (€)	0,00 Euro (€)	0,00 Euro (€)	0,00 %
Total	1.952.121,31 Euro (€)	425.323,19 Euro (€)	2.377.444,50 Euro (€)	82,11 %

2. Grant rate of the funding is understood as being the percentage rate which results from dividing the funding awarded from the programme (ERDF funding) by the CENTRAL EUROPE eligible budget of the project (ERDF funding + national co-financing by CENTRAL EUROPE Member States). The grant rate can change in the course of the implementation of the project. However the maximum amount of ERDF contribution as approved by the MC cannot be exceeded.

The grant rate for the project is up to 80% of the eligible costs for partners located in the Federal Republic of Austria, the Federal Republic of Germany and Italy and up to 85% of the eligible costs for partners located in the Republic of Croatia, the Czech Republic, the Republic of Hungary, the Republic of Poland, the Slovak Republic and the Republic of Slovenia.

§ 3

Terms of funding

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

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

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

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

5. Should it become evident that the project will not spend the maximum amount of ERDF- co-financ ing awarded to it by the MC, the MC may decide to reduce the award accordingly following the procedure as specified in the programme Implementation Manual.

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

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

8. In case a project fails to respect the contractual arrangements on timeliness, budget absorption and achievement of outputs and results, as defined in the latest approved version of the application form, the programme may also reduce the ERDF allocated to the project or, if necessary, stop the project by terminating the subsidy contract.

§ 4

Duration of the project and the contract

1. The project has a duration as provided for in the latest version of the approved application form.

2. Administrative duties of the LP and PPs related to the closure of the project will take place over a period of three months after the project end date specified in the latest version of the approved application form and unless differently agreed by the MA. Further specifications on project closure are laid out in the programme Implementation Manual.

3. Without prejudice to the provision concerning the implementation of the project and the eligibility of expenditure as well as to the rules governing State aid, this contract expires in accordance with obligations on availability of documents as defined in Article 140 of Regulation (EU) No 1303/2013.

§ 5

Eligibility of costs

1. Costs which qualify for a subsidy pursuant to § 2.1 of this contract shall exclusively consist of eligible costs as listed in the approved application form. The eligibility of costs for ERDF co-funding is regulated in the European Structural and Investment Funds Regulations (Article 6 and Art. 65 to 70

of Regulation (EU) No 1303/2013, Article 18 of Regulation (EU) No 1299/2013), the Commission Delegated Regulation (EU) No 481/2014 as well as in the programme's eligibility rules as included in the programme Implementation Manual based thereon. All programme rules are published on the programme website.

2. The LP undertakes to carefully analyse and obey those eligibility rules and principles and to contractually forward this obligation to its project partners.

3. The non-compliance with the relevant rules could lead the programme authorities to take corrective measures and exclude from the project budget ineligible expenditure.

§ 6

Request for payments and paying out of the Subsidy

1. The LP may only request payments of the ERDF contribution on behalf of the project by providing proof of progress of the project towards the achievement of the outputs and results as set in the approved application form, in compliance with the principle of sound financial management (as determined by the principles of economy, efficiency and effectiveness) and by demonstrating the utility derived from any purchases. To this purpose the LP has to present periodic progress reports and a final report to the MA via the Joint Secretariat (hereinafter referred to as JS) as described in § 7 of this document and the Implementation Manual.

2. Payment of costs claimed together with the above mentioned reports is made subject to the provision that the payment of the amount is due according to the schedule as mentioned in § 7.1 of this document and that the European Commission has paid corresponding amounts beforehand.

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

4. The MA reserves the right not to accept – in part or in full – certificates of expenditure as described in § 8 of this contract if due to the results of its own checks and/or controls or audits performed by another authority such a certificate or the facts stated therein prove to be incorrect or if the underlying activities are not in line with the legal framework as set out in § 1 of this document. In such a case, the MA will either reduce the claimed certified amount, demand repayment of funds already paid out unduly or set them off against the next payment claim submitted by the LP, if possible. In compliance with Article 132 of Regulation (EU) 1303/2013, payments to the project can be suspended partially or in full in cases of suspicion of an irregularity. The MA or Certifying Authority (hereinafter referred to as CA) [2] is entitled to withhold any ERDF payment to a particular beneficiary (LP or PP) or the project as a whole until all unclear issues related to the implementation, management and reporting are clarified.

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

6. In case of observations and/or reservations raised during the programme designation process as provided for in Art. 123 of Regulation (EU) No 1303/2013, delays in the said procedure, or in case of

system errors detected within audits, the MA and CA also have the right to temporarily withhold payments. Payment suspension(s) shall be lifted as soon as observations and/or reservations raised by the relevant bodies have been withdrawn.

7. The CA ensures that the LP receives payments of the approved contribution from the programme in time and in full. No deduction, retention or further specific charges which would reduce the amount of the payment shall be made, without prejudice of provisions as above in this article. Opposite, the ERDF contribution paid by the CA shall not exceed the share of ERDF resulting from the eligible amount validated by each responsible control authority in compliance with § 8 of this document.

8. The disbursement of funds by the CA is subject to the provision by the LP of at least the following information [3] : identification of national controllers (as referred to in § 8) of partners claiming costs, bank account of the LP, location of project documents at the premises of the LP and each PP, evidence of the occurred signature of the partnership agreement (as set out in § 10 of this document).

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

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

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

12. Payments not requested in time and in full or non in compliance with the payment schedule as indicated in § 7.1 and the overview table of reporting targets and deadlines annexed to this contract may be lost.

§ 7

Reporting

1. In order to demonstrate the progress of the project implementation as described in § 6.1 of this doc ument the LP has to present periodic progress reports and a final report to the MA via the JS according to the timeframe indicated in the overview table of reporting targets and deadlines annexed to this contract. Changes of these periods require prior approval of the MA. Further details on the reporting procedures are specified in the programme Implementation Manual.

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

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

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

§ 8

Validation of Expenditure

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

2. In cases of LP and PPs from countries having set a decentralised control system, the MA reserves the right, after agreement with the national responsible institution, to require that the controller directly selected by the LP or PPs is replaced if considerations, which were unknown when the contract was signed, cast doubts on the controller's independence or professional standards.

3. The LP notifies the MA, via the supplementary information section of the application form, the persons or institutions performing the control activities and ensures that they were selected in accordance with the system set up by each Member State and meet the requirements of qualification and independence presented in the programme Implementation Manual. In case a controller cannot be named before signing the subsidy contract the information has to be provided in the supplementary information section of the application form that forms part of the contractual relationship. Details about the notification procedure are laid out in the Implementation Manual, which the LP accepts and contractually forwards to its PPs.

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

§ 9

Changes in Project

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

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

§ 10

Representation of Project Partners, Lead Partner Liability

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

2. The LP guarantees that it is entitled to represent the partners participating in the project and that it has established a partnership agreement according to Article 13 (2) of Regulation (EU) No 1299/2013, holding as a minimum content at least the rules as set in the template of partnership agreement provided by the programme. The allocation of tasks, mutual responsibilities and obligation s among the LP and the PPs are specified in this partnership agreement.

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

4. The signature of the partnership agreement shall be demonstrated at the latest within three month a fter the entering in to force of the subsidy contract as laid out in the Implementation Manual. The MA reserves the right to check the partnership agreement in order to verify that it has been signed and that it is in conformity with the minimum requirements as mentioned in § 10 (2) of this document.

5. The LP guarantees furthermore that it has complied with the legal framework according to § 1 of this contract and with all the relevant legal and other requirements under the law which applies to it and to the PPs and their activities and that all necessary approvals (e.g. building permissions, environmental impact assessment statements) have been obtained. The LP is obliged to contractually forward § 1 of this contract in its entirety to the PPs and to include all obligations as set out in this document into the partnership agreement.

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

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

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

9. If the MA demands repayment of subsidy funds in accordance with this contract, the LP is liable towards the MA for the total amount of those funds. The LP is entitled to ask repayment from its PPs as stipulated in Article 27 (2) of Regulation (EU) No 1299/2013.

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

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

§ 11

Project and Financial Management

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

2. The LP lays down the arrangements for its relation with the other partners participating in the project in a partnership agreement as mentioned in § 10 of this contract.

3. In compliance with Article 65 (11) of Regulation (EU) No 1303/2013 the LP ensures that expenditure items included in requests for reimbursement do not receive support from the same or any other EU Programme, EU fund or Union instrument.

4. The LP coordinates the start and implementation of the project according to the time schedule as indicated in this contract and the work plan included in the application form.

5. The LP shall install a separate accounting system or an adequate accounting code set in place specifically for the project and shall safeguard that the eligible costs as well as the received subsidies can be clearly identified.

6. In line with Article 13 (2) lit. c and d of Regulation (EU) No 1299/2013 the LP ensures that the expenditure made by the PPs has been controlled to verify that it has been used for the purpose of implementing the project and corresponds to the activities agreed between the LP and PPs as set out in the project application form.

7. The LP is responsible for ensuring the implementation of the entire project in observation of the rules and procedures set in the programme Implementation Manual (e.g. with regard to monitoring the project physical and financial progress, recording and storing of documents, written requests for project changes, implementation of information and publicity measures etc.) and for ensuring that the PPs are made aware of their obligations.

8. The LP informs the MA and JS immediately about all circumstances that delay, hinder or make impossible the realisation of the project as well as all circumstances that mean a change of the disbursement conditions and frameworks as laid down in this contract (e.g. loss of a project partner, making use of additional subsidies) or circumstances which oblige the MA to reduce payment or demand repayment of the subsidy wholly or in part.

9. The LP provides the MA and JS with any information requested without delay.

10. The LP implements the project in accordance with European Union´s and national legislation as well as in line with the programme requirements, e.g. on public procurement and state aid, and ensures that also that the PPs respect these rules.

11. The LP provides data for the programme electronic monitoring system in compliance with this contract and according to the MA and JS instructions.

12. If possible, the LP submits with the respective progress report the main outputs and deliverables as stated in the application form and following the procedures set in the programme Implementation Manual. One specimen of each developed material shall be stored at the LP's or PP's premises for control and audit purposes.

13. The LP seeks the guidance from the JS where necessary and participates in transnational seminars organised by the programme.

14. The LP invites the MA/JS to participate in project Steering Committee meetings as an observer and sends minutes of these meetings to the MA/JS.

15. The LP supports the programme in its information, communication and evaluation activities (e.g. joins project exhibitions, submits texts for programme website and publications).

16. In accordance with the provisions of the Regulation (EU) 2016/679 (General Data Protection Regulation) in its valid version the MA is entitled to process personal data of the LP and all PPs, which are contained in the project application form and which are acquired in the organs and authorized representatives of the following bodies and authorities: national control bodies and bodies and authorities involved in audits carried out for the programme, European Commission, auditing bodies of the European Union and the City of Vienna, the federal Ministry of Finance of the Republic of Austria or any other institution responsible for conducting audits or controls according to European Union's or national laws. In addition, the MA is entitled to process such data and to share them with other programmes in order to implement their tasks linked to European anti-corruption policy and to make such data available to bodies and authorities for evaluation and monitoring purposes.

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

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

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

- All deliverables and outputs obtained under all thematic work packages shall be made available in their entirety and for free in the most possible detailed form to a wide public (including competitors of the project partners) through publication on the project website and through any other suitable communication channel

20. As security for any obligations of the LP and the PPs undertaken in connection with the subsidy and/or this subsidy contract, the LP has already provided a financial guarantee by NLB.d.d., Trg republike 2, SI-1520 Ljubljana, Slovenia for a guarantee amount of EUR 260.224,50 the duration of which is until 30.06.2023 (herein referred to as Guarantee Termination Date).

21. If for whatever reason the LP fails to provide the final report within the timeframe set out in § 7 and the overview table of reporting targets and deadlines annexed to this contract, the LP shall - in case the final report cannot be approved at the latest 3 months before the Guarantee Termination Date - provide a new or extended guarantee for the same amount as in the initial guarantee for a period ending one year after the finalization of the approval process of the final report. The MA will inform the LP about the new or extended period. The extended or new period shall be reasonably determined by the MA on the basis of the expected delay of the project final report approval.

22. Similarly, the LP shall provide a new guarantee for the same amount if 3 months before the Guarantee Termination Date an audit in accordance with § 12 is still pending. The duration of this extended or new guarantee shall be reasonably determined by the MA on the basis of the expected duration of the audit plus a reasonable safety margin. If for whatever reason the audit should still be pending at the end of this extended period, the LP shall replace the guarantee with an extended guarantee accordingly.

23. In case of failure by the LP to comply with the obligation to provide an extended or new guarantee set out in the above paragraphs, the MA may in its sole discretion decide to fully or partially draw on the guarantee and request payment by the guarantor. The MA is as well entitled, in whole or in part, to terminate this contract and to demand repayment of subsidy (see § 18 of this contract).

24. If during the project duration it becomes apparent that the subsidy will not be granted in the maximum amount provided for in § 2.1, and provided that this is not the result of a failure of the LP or any of the PPs to comply with their obligations in connection with the subsidy and/or this subsidy contract, the MA may, on request of the LP, allow the LP to replace the existing guarantee with a guarantee for a lower amount. Such permission should not be unreasonably withheld by the MA. In case the maximum LP subsidy amount is increased, the LP shall also be obliged to provide an increased guarantee in accordance with the provisions of the amended subsidy contract.

§ 12

Financial Controls, Audits

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

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

a) keeps all documents and data required for controls and audits safely and orderly as further specified in § 11 of this contract;

b) makes all necessary arrangements to ensure that any audit, notified by a duly authorized institution as indicated in § 12.1 can be carried out smoothly and

c) provides any requested information to these institutions about the project and gives access to their business premises, provides and gives access to all the information and documents supporting the audit trail as requested in the European Structural and Investment Funds Regulations, Delegated and Implementing Acts and the programme Implementation Manual.

3. The LP shall promptly inform the JS about any audits that have been carried out by the bodies mentioned in § 12.1 of this contract.

4. If, as a result of the controls and audits any expenditure is considered non eligible according to the regulatory framework as in § 1 of this contract, the procedure described in § 13 and § 6 (4) of this contract shall apply.

§ 13

Withdrawal or recovery of unduly paid-out funds

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

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

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

4. In case factors behind the recovery procedure show violation of the Subsidy Contract (see § 18 of this contract) the MA will consider the termination of the contract as last resort. In any case the partnership will be heard before taking a final decision on the termination of the contract.

§ 14

Publicity, communication and branding

1. Unless the MA requests otherwise, any notice or publication made by the project including presentations at conferences or seminars, shall point out that the present project was implemented through financial assistance from ERDF funds of the CENTRAL EUROPE CP as required by Annex XII to Regulation (EU) 1313/2013. All information, communication and branding measures of the project shall be carried out in accordance with the aforementioned rules, the latest version of the

approved Application Form, the programme Implementation Manual and any other guidelines issued by the programme on the matter. The LP shall take care that the PPs comply with these requirements and provide them with relevant documents and any programme guidelines.

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

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

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

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

a) the name of the LP and its partners

b) contact data of project representatives

c) the project name

d) the summary of the project activities

e) the objectives of the project and the subsidy

f) the project start and end dates

g) the ERDF funding and the total eligible cost of the project

h) the geographical location of the project implementation

i) Abstracts of the progress reports and final report

j) whether and how the project has previously been publicised

6. The MA is entitled to furthermore use these data for information and communication purposes as listed in Annex XII of Regulation (EU) No 1303/2013, cited in § 1 of this contract.

7. The MA on behalf of the MC and of other programme promoters at national level is entitled to use the outputs of the project in order to guarantee a wide spreading of the project deliverables and outputs and to make them available to the public. The LP agrees that the outputs are forwarded by the MA to other programme authorities as well as the Member States taking part in the programme to use this material to showcase how the subsidy is used.
For the purpose of meeting the objectives as set out in § 6 of this contract the LP has to provide evidence of the deliverables and outputs produced as further specified in the Implementation Manual.

8. Any communication campaign, media appearance or other publicity of the project shall be communicated to the MA/JS for potential website updates or showcases.

§ 15

Ownership – Use of outputs

1. Ownership, title and industrial and intellectual property rights in the results of the project and the reports and other documents relating to it shall, depending on the applicable national law and/or the Partnership Agreement, vest in the LP and/or its PPs. The partnership is entitled to establish the property rights of the products deriving from the project.

2. The ownership of outputs having the character of investments in infrastructure or productive investments realised within the project must remain with the concerned LP and/or PPs according to the timeframe as well as under the conditions set in Article 71 of Regulation (EU) No 1303/2013. Should any of the conditions set by the mentioned Regulation not be met at a certain point of time, the MA/JS must be immediately informed by the concerned LP or PP. The MA will recover the unduly paid ERDF contribution in proportion to the period for which the requirements have not been fulfilled.

3. The LP respects all applicable rules and the basic principles related to competition law as well as the principles of equal treatment and transparency within the meaning of the funding regulations and it ensures that no undue advantage, i.e. the granting of any advantage that would undermine the basic principles and political objectives of the funding regime, is given to anybody. Outputs and results, especially studies and analyses, produced during project implementation are made available to the general public free of charge and can be used by all interested persons and organizations in the same way and under the same conditions as by the LP or its PPs.

4. The MA reserves the right to use the outputs and results for information and communication actions in respect of the programme. In case there are pre-existing intellectual and industrial property rights which are made available to the project, these are fully respected.

5. Any income generated by the intellectual property rights must be managed in compliance with the applicable EU, national and programme rules on-revenues and state aid.

§ 16

Revenues

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

§ 17

Assignment, legal succession

1. The MA is entitled at any time to assign its rights under this contract. In case of assignment the MA will inform the LP without delay.

2. The LP is in exceptional cases and in well-founded circumstances allowed to assign its duties and rights under this contract only after prior written consent of the MA and the MC. The procedure will be further specified in the Implementation Manual.

3. Where according to national laws the legal personality does not change and where all assets of the LP or a PP are taken over so that a deterioration of the financial capacity of the acquiring institution is not to be expected (i.e. in cases of universal succession) prior consent by the MC is not necessary. The LP, however, will submit related information together with all documents that are necessary to analyse the legal case in due time to the MA/JS. If the MA/JS comes to the conclusion the conditions as stated above are not fulfilled (e.g. in cases of a singular succession), the LP will be informed that a partner change procedure as stated in § 17 (2) has to be initiated.

4. In case of assignment or any form of legal succession of a LP or PP the LP or PP concerned is obliged to assign all rights and obligations and all project related documents to each and any assignee or legal successor. Related reports to the MA/JS as requested in the programme documents have to be forwarded by the LP.

§ 18

Termination and repayment

1. In addition to the right of termination as laid down in § 3 the MA is entitled, in whole or in part, to terminate this contract and/or to demand repayment of subsidy in any of the following circumstances:

a) the LP has obtained the subsidy through false or incomplete statements or through forged documents;

b) the LP and its partners receive additional funding from the European Union for all or part of the project expenditure reported under the Programme during the period of the implementation of the project;

c) the project has not been or cannot be implemented, or it has not been or cannot be implemented in due time;

d) the project has not started in due time and even a written reminder by the MA/JS remains unsuccessful;

e) a change has occurred, e.g with regard to nature, scale, ownership, cost, timing, partnership or completion of the project, that has put at risk the achievement of the results planned and stated in the latest version of the approved Application Form;

f) the project outputs and results are not in line with those described in the approved application;

g) the LP has failed to submit required reports (e.g. the progress reports according to the overview table of reporting targets and deadlines annexed to this contract) or proofs, or to supply necessary information provided that the LP has received a written reminder setting an adequate deadline and explicitly specifying the legal consequences of a failure to comply with requirements and has failed to comply with this deadline;

h) the LP has infringed its duty to ask for prior written approval where indicated by this contract or in the programme Implementation Manual or has failed to immediately report events delaying or preventing the implementation of the project funded or any circumstances that mean a change of the disbursement conditions and frameworks as laid down in this contract;

i) the LP or its PPs obstruct or prevented the financial control and auditing as indicated in § 12 of this contract;

j) the amount of funding awarded has been partially or entirely misapplied for purposes other than those agreed upon;

k) insolvency proceedings are instituted against the assets of the LP or one of the PPs or insolvency proceedings are dismissed due to lack of assets for cost recovery or the LP or one of the PPs closes down or liquidates, provided that this appears to prevent or risk the achievement of the project objectives;

l) the provisions related to income and revenues as mentioned in § 15 and 16 of this contract are infringed or the LP does – for any other reasons – not make available the outputs to the MA:

m) exceeding the permissible limits of the funding regulations (e.g. Article 61 of Regulation (EU) No 1303/2013) the LP wholly or partly sells, leases or lets the project outputs/results to a third party;

n) regulations of EU-law including the horizontal policies or national regulations have been violated;

o) the ownership of project outputs having the character of investments in infrastructure or productive investments did not remain with the concerned LP and/or PPs for the timeframe and under the conditions set in Article 71 of Regulation (EU) No 1303/2013;

p) it has become impossible to verify that the progress report is correct and thus the eligibility of the project by funding from Interreg CENTRAL EUROPE Programme;

q) the LP and/or any of the PPs is in the situation of undertaking in difficulty, within the meaning of point 24 (in conjunction with point 20) of the "Guidelines on State aid for rescuing and restructuring non-financial undertakings in difficulty" (Communication from the Commission No. 2014/C 249/01 of 31.07.2014) as well as in compliance with Article 3(3) d) of Regulation No 1301/2013;

r) the LP has failed to fulfil any other conditions or requirements for assistance stipulated in this contract and the provisions it is based on, notably if these conditions or requirements are meant to guarantee the successful achievement of the programme objectives;

2. Prior to or instead of terminating the contract as provided for in this article, the MA may suspend payments as a precautionary measure, without prior notice. This measure shall be lifted as soon as the reasons for such measures cease to apply or requested proof can be furnished.

3. If the MA exercises its right of termination and the LP is demanded full or partial repayment of amounts already paid, the LP is obliged to transfer the repayment amount to the MA. The repayment amount is due within one months following the date of the letter by which the MA asserts the repayment claim; the due date will be stated explicitly in the order for recovery.

4. If a LP or PP fails to return unduly paid funds in another project funded by the Interreg CENTRAL EUROPE CP, the MA has the right to withdraw the corresponding ERDF from any open payment in this project.

5. If the MA exercises its right of termination, offsetting by the LP is excluded unless its claim is undisputed or recognised by declaratory judgement.

6. If the MA exercises its right of termination and the LP is demanded full or partial repayment of amounts already paid. Any delay in effecting repayment shall give rise to interest on account of late payment, starting on the due date and ending on the date of actual payment. The rate of the late interest applied to the amount to be recovered will be calculated in accordance with Article 147 of Regulation (EC) No. 1303/2013.

7. After termination of this contract, the LP´s obligations (inter alia §§ 11, 12, 13, 18, 21) and liabilities remain.

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

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

10. As laid out in § 3.3, the MA is entitled to terminate this contract if the European Commission fails to make the funds available due to reasons that are outside of the sphere of influence of the programme.

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

§ 19

Force majeure

1. Force majeure shall mean any unforeseeable and exceptional event affecting the fulfilment of any obligation under this subsidy contract, which is beyond the control of the LP and PPs and cannot be overcome despite their reasonable endeavours (e.g. substantial changes due to changes in political or financial terms) Any default of a product or service or delays in making them available for the purpose of performing this contract and affecting the project performance, including, for instance, anomalies in the functioning or performance of product or services, labour disputes, strikes or financial difficulties do not constitute force majeure.

2. If the LP or PPs are subject to force majeure liable to affect the fulfilment of its/their obligations under this subsidy contract, the LP shall notify the MA via the JS without delay, stating the nature, likely duration and foreseeable effects.

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

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

§ 20

Litigation

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

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

3. In case of litigation the venue is the court of competent jurisdiction at the seat of the Administration of the City of Vienna (location 1010 Vienna, City Hall). Legal proceedings will be in German.

§ 21

Concluding provisions

1. The provisions mentioned in § 1 of this contract shall apply and the rights and obligations derived thereof shall become part of this contact. All cited laws, regulations and Programme documents mentioned are applicable in their currently valid version. The LP declares to respect the legal framework as mentioned and to contractually forward this obligation to the project partnership.

2. The programme language is English. Thus, all correspondence with the MA/JS under this contract must be in English language. Documents have to be submitted as requested in this contract or other programme documents.

3. Unless otherwise stated, all communication is sent to the JS with its office as mentioned on the programme website.

4. If any provision in this contract should be wholly or partly ineffective, the parties to this contract undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

5. In case of differences that are not ruled by this contract, the parties agree to find a conjoint solution.

6. Amendments and supplements to this contract and any waiver of the requirement of the written form must be in written form and have to be indicated as such. Consequently, any changes of the present contract shall only be effective if they have been agreed on in writing and have been designated as amendment of or supplement to the contract.

7. Any costs, fees or taxes not eligible or any other duties arising from the conclusion or implementation of this agreement shall be borne by the LP and/or its PPs.

8. Two copies will be made of this agreement; of which each party keeps one. The LP is free to accept and sign this contract within two months after having been offered it by the MA (date of the submission by e-mail). After two months the offer of the MA loses any relevance unless the MA agrees to a prolongation of this period of time.

9. The present contract shall come into force upon signature of both parties to this contract. It remains valid as long as any duties linked to the ERDF subsidy might be claimed and in any case at least until the end of the applicable retention period as communicated by the MA to the LP in compliance with the programme Implementation Manual.

Ljubljana, 29.3.2019 .....

(Place + Date)

VIENNA, 9 May 2019 .....

(Place + Date)

Sonja Šmuc .....

Name of the legal representative
of the lead partner

Chamber of Commerce and Industry of Slovenia
Gospodarska zbornica Slovenije
1
Ljubljana

.. ..

(Signature + Stamp)

CHRISTIANE BREZNIK .....

Name of the legal representative
of the City of Vienna
(Head of the Managing Authority
of the Interreg CENTRAL EUROPE programme)

MAGISTRATSABTEILUNG 27
Europäische Angelegenheiten
1

....

(Signature + Stamp)

Annexes:

- Approved application form
- Overview table on reporting targets and deadlines
- Financial guarantee

The following documents [4] can be downloaded from the Programme's website www.interreg-central.eu

- Application Manual [5]
- Implementation Manual

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[1] Eligible project budget of the approved application Form. Final figure dependent on budget consumption of partners with different cofinancing rates.

[2] In line with Article 21 (1) of Regulation (EU) No 1299/2013 the MA is also responsible for carrying out the functions of the CA. Both bodies are under the control of the contracting party, but

act independently from each other. Therefore, rights and obligations of both bodies are listed separately in this document.

[3] To be included in the "supplementary information" section of the application form.

[4] As laid out in § 1 these documents form part of the legal framework that the LP/PP declare to observe.

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

Annex 1

Overview table on reporting targets and deadlines

Periods

Period Number	Start Date	End Date	Reporting Date	Amount to be reported
0	01-10-2017	01-01-2018		15.000,00
1	01-04-2019	30-09-2019	30-11-2019	311.942,50
2	01-10-2019	31-03-2020	31-05-2020	353.570,00
3	01-04-2020	30-09-2020	30-11-2020	390.557,50
4	01-10-2020	31-03-2021	31-05-2021	436.739,50
5	01-04-2021	30-09-2021	30-11-2021	431.515,00
6	01-10-2021	31-03-2022	30-06-2022	438.120,00