



**Smlouva o poskytnutí návratné finanční výpomoci z rozpočtu Jihočeského kraje
na realizaci projektu „Rural Mobility (RUMOBIL)“ schváleného Monitorovacím výborem
programu nadnárodní spolupráce Interreg CENTRAL EUROPE
uzavřená ve smyslu § 159 a násl. zákona č. 500/2004 Sb., správní řád, ve znění pozdějších
předpisů
(číslo smlouvy SFV/OEZI/2271/16)**

I.**Obecná ustanovení**

1. Zastupitelstvo Jihočeského kraje rozhodlo svým usnesením č. 378/2016/ZK-25 ze dne 22.9.2016 podle § 36 odst. 1 písm. i) zákona č. 129/2000 Sb., o krajích, ve znění pozdějších předpisů, v souladu se zákonem č. 250/2000 Sb., o rozpočtových pravidlech územních rozpočtů, ve znění pozdějších předpisů (dále jen „zákon o rozpočtových pravidlech územních rozpočtů“), a ve smyslu Zásad pro poskytování dotací a finančních darů Jihočeským krajem SM/107/ZK o poskytnutí návratné finanční výpomoci (dále jen „výpomoc“) ve výši a za podmínek dále uvedených v této smlouvě.
2. Tato smlouva je uzavírána na podkladě projektu „Rural Mobility (RUMOBIL)“ schváleného Monitorovacím výborem programu nadnárodní spolupráce Interreg CENTRAL EUROPE.

II.**Poskytovatel a příjemce výpomoci**

1. Poskytovatelem výpomoci je:
Jihočeský kraj
U Zimního stadionu 1952/2, 370 76 České Budějovice
IČ: 70890650
DIČ: CZ70890650
zastoupený Mgr. Jiřím Zimolou, hejtmanem
(dále jen „poskytovatel“)
2. Příjemcem výpomoci je:
JIKORD, s.r.o.
Okružní 517/10, 370 01 České Budějovice
Vedený u Krajského soudu v Českých Budějovicích pod sp.zn. C 18159
IČ: 28117018
Plátce DPH: ano ne
Možnost odpočtu DPH na vstupu v rámci projektu: ano ne
zastoupený Ing. Jiřím Borovkou, Ph.D., MBA, jednatelem
(dále jen „příjemce“)

III.**Předmět smlouvy**

1. Předmětem této smlouvy je poskytnutí návratné finanční výpomoci za účelem předfinancování projektu „Rural Mobility (RUMOBIL)“ (dále jen „projekt“), který je schválen rozhodnutím Monitorovacího výboru programu nadnárodní spolupráce Interreg CENTRAL EUROPE ze dne 15.4.2016 k financování a realizaci. Rozhodnutí je přílohou této smlouvy.
2. Příjemce potvrzuje, že projekt uvedený v odst. 1 tohoto článku nezakládá nedovolenou veřejnou podporu.

3. Příjemce je povinen použít výpomoc jen k účelu stanovenému schváleným projektem a může být použita pouze za podmínek uvedených ve Smlouvě o poskytnutí dotace na realizaci projektu v rámci programu Interreg CENTRAL EUROPE.
4. Z poskytnuté výpomoci lze hradit pouze způsobilé výdaje spojené s realizací projektu, které jsou specifikovány ve Smlouvě o poskytnutí dotace na realizaci projektu v rámci programu Interreg CENTRAL EUROPE.
5. Prostředky z výpomoci nesmí příjemce poskytnout jiným právnickým nebo fyzickým osobám, pokud nejde o úhrady spojené s realizací projektu, na který byly poskytnuty.

IV.

Výše a čerpání výpomoci

1. Celkový příslib Jihočeského kraje na kofinancování a předfinancování způsobilých výdajů projektu „Rural Mobility (RUMOBIL)“ schválený usnesením 378/2016/ZK-25 činí **5 591 950,00 Kč**, přičemž celková schválená částka bude vyplacena ve čtyřech splátkách v daných výších: **500 370,00 Kč** (tj. 8,95 % z celkového objemu prostředků poskytnutých Jihočeským krajem na kofinancování a předfinancování projektu, tzn. dotace na kofinancování a návratná finanční výpomoc), **1 519 895,00 Kč** (tj. 27,18 %), **3 055 195,00 Kč** (tj. 54,63 %) a **516 490,00 Kč** (tj. 9,24 %). Výpomoc bude činit vždy 85 % z každé splátky.
2. Výpomoc v celkové výši **4 753 157,50 Kč** bude poskytnuta na základě žádosti příjemce o proplacení výpomoci Jihočeského kraje na předfinancování způsobilých výdajů projektu, a to bezhotovostním převodem z účtu poskytovatele č. 170320242/0300 na účet příjemce č. 234868910/0300.

První část výpomoci ve výši **425 314,50 Kč** (85 % z první splátky ve výši 500 370,00 Kč) bude poskytnuta na základě žádosti o proplacení dle harmonogramu uvedeného v odst. 4 tohoto článku.

Druhá část výpomoci ve výši **1 291 910,75 Kč** (tj. 85 % z druhé splátky ve výši 1 519 895,00 Kč) bude vyplacena dle harmonogramu uvedeného v odst. 4 tohoto článku po doložení kopií dokladů o úhradě faktur a účetních dokladů prokazujících profinancování předchozí části výpomoci a předchozí části dotace na kofinancování ve výši 75 055,50 Kč poskytnuté dle smlouvy č. SDO/OEZI/2270/16.

Třetí část výpomoci ve výši **2 596 915,75 Kč** (tj. 85 % z třetí splátky ve výši 3 055 195,00 Kč) bude vyplacena dle harmonogramu uvedeného v odst. 4 tohoto článku po doložení kopií dokladů o úhradě faktur a účetních dokladů prokazujících profinancování předchozí části výpomoci a předchozí části dotace na kofinancování ve výši 227 984,25 Kč poskytnuté dle smlouvy č. SDO/OEZI/2270/16.

Čtvrtá část výpomoci ve výši **439 016,50 Kč** (tj. 85 % z čtvrté splátky ve výši 516 490,00 Kč) bude vyplacena dle harmonogramu uvedeného v odst. 4 tohoto článku po doložení kopií dokladů o úhradě faktur a účetních dokladů prokazujících profinancování předchozí části výpomoci a předchozí části dotace na kofinancování ve výši 458 279,25 Kč poskytnuté dle smlouvy SDO/OEZI/2270/16.

3. Součástí každé žádosti o proplacení musí být ucelený soupis doložených účetních dokladů.

4. Harmonogram předkládání žádostí o proplacení výpomoci ve výši uvedené v odst. 2 tohoto článku bude následující:

Harmonogram předkládání žádostí o proplacení výpomoci v Kč			
Žádost	Termín předložení žádosti	Výše výpomoci	
		Investiční výdaje	Neinvestiční výdaje
1.	prosinec 2016	0,00	425 314,50
2.	únor 2017	0,00	1 291 910,75
3.	únor 2018	0,00	2 596 915,75
4.	únor 2019	0,00	439 016,50
Celkem		0,00	4 753 157,50

Harmonogram předkládání žádostí o proplacení výpomoci lze upravit pouze písemným dodatkem k této smlouvě.

5. O použití prostředků výpomoci vede příjemce oddělenou průkaznou účetní evidenci a zavazuje se uchovávat tuto účetní evidenci po dobu 10 (deseti) let po ukončení realizace projektu.
6. Stanovení závazných podílů na financování způsobilých výdajů projektu dle usnesení č. 378/2016/ZK-25 a Smlouvy o poskytnutí dotace na realizaci projektu v rámci programu Interreg CENTRAL EUROPE je uvedeno v tabulce níže.

Druh dotace	Výše v Kč dle rozpočtu projektu	Podíl na celkových způsobilých výdajích v (%)
Dotace z krajského rozpočtu na kofinancování projektu	838 792,50	15 %
Dotace EU	4 753 157,50	85 %
Dotace SR	0,00	0 %
Vlastní podíl příjemce	0,00	0 %
Celkové způsobilé výdaje	5 591 950,00	100 %

Celkové nezpůsobilé výdaje	0,00
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Celkové výdaje projektu	5 591 950,00
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7. Pokud je smlouva o poskytnutí dotace z dotačního titulu uzavřena v EUR a i dotace z dotačního titulu EU bude vyplacena v EUR, budou částky v tabulce v odst. 6 tohoto článku přepočteny na Kč kurzem dle aktuální predikce schválené Zastupitelstvem Jihočeského kraje pro období ukončení realizace projektu. Kurzové riziko nese příjemce.
8. Všechny výdaje musejí být pro účely této smlouvy vykazovány bez daně z přidané hodnoty v případě, kdy je příjemce jejím plátcem a má možnost zažádat příslušného správce daně o její zpětné proplacení.
9. Příjemce je povinen doložit poskytovateli kopie všech případných dodatků ke Smlouvě o poskytnutí dotace na realizaci projektu v rámci programu Interreg CENTRAL EUROPE, a to neprodleně po jejich obdržení.

V.

Finanční vypořádání

1. Po ukončení realizace projektu předloží příjemce poskytovateli nejpozději do 2 měsíců krátkou věcnou zprávu a vyúčtování celkové realizace projektu spolu s doložením užití poslední části výpomoci a poslední části poskytnuté dotace na kofinancování.
2. Příjemce se zavazuje podávat průběžně během realizace projektu žádosti o proplacení uskutečněných způsobilých výdajů projektu v souladu s podmínkami Smlouvy o poskytnutí dotace na realizaci projektu v rámci programu Interreg CENTRAL EUROPE uzavřené mezi Městem Vídeň jako Řídícím orgánem programu Interreg CENTRAL EUROPE a společností JIKORD, s.r.o. a dle stanoveného časového harmonogramu žádat průběžně o proplacení způsobilých výdajů a po přijetí příslušných prostředků na svůj účet je vrátit poskytovateli tak, aby **do 15 pracovních dnů od obdržení byly připsány na účet poskytovatele 170320242/0300. Poslední část návratné finanční výpomoci musí být vrácena nejpozději do 365 dnů od data ukončení realizace projektu, tj. do 31.5.2020.** V den podání žádosti o proplacení způsobilých výdajů z programu nadnárodní územní spolupráce Interreg CENTRAL EUROPE musí být avízo o předložení žádosti zasláno e-mailem i poskytovateli, a to na adresu hajickovaj@kraj-jihocesky.cz.
3. Pokud by při závěrečném vyúčtování či kontrole projektu (v případě etapizace projektu po vyúčtování či kontrole etapy) došlo ke snížení výše způsobilých výdajů, které budou refundovány z programu nadnárodní spolupráce Interreg CENTRAL EUROPE, je příjemce bez ohledu na tuto skutečnost povinen vrátit poskytovateli po ukončení projektu, resp. příslušné etapy projektu celou částku výpomoci uvedenou v čl. IV. odst. 2 této smlouvy, resp. celkovou částku poskytnutou na danou etapu.

VI.

Porušení rozpočtové kázně a výpověď smlouvy

1. Příjemce bere na vědomí, že každé porušení povinností podle této smlouvy bude považováno za porušení rozpočtové kázně podle ustanovení § 22 zákona o rozpočtových pravidlech územních rozpočtů a poskytovatel je oprávněn požadovat odvod a úhradu penále za porušení rozpočtové kázně.
2. Poskytovatel je oprávněn tuto smlouvu vypovědět z důvodů na straně příjemce, a to zejména v případě, že po uzavření této smlouvy nastane nebo vyjde najevo skutečnost, která poskytovatele opravňuje výpomoc nebo její část odejmout. Takovými skutečnostmi jsou například zjištění poskytovatele, že došlo k ukončení/odstoupení či nerealizaci smlouvy o poskytnutí dotace EU, popř. k nevyplacení dotace z příslušného dotačního titulu pro porušení podmínek daného dotačního titulu, dále že údaje, které mu příjemce sdělil a které měly vliv na rozhodnutí o poskytnutí výpomoci, jsou nepravdivé nebo využití výpomoci není v souladu s účelem uvedeným v čl. III. odst. 1 této smlouvy.
3. Výpovědní lhůta činí 10 dní a začíná běžet dnem doručení písemné výpovědi příjemci.
4. V písemné výpovědi poskytovatel uvede zjištěné skutečnosti, které jej prokazatelně vedly k výpovědi smlouvy, a vyzve příjemce k vrácení výpomoci nebo její části. Příjemce je povinen tyto prostředky vrátit do 15 dnů od ukončení smlouvy bezhotovostním převodem na účet poskytovatele uvedený ve výpovědi. Pokud výpomoc ještě nebyla převedena na účet příjemce, má poskytovatel právo výpomoc neposkytnout.
5. Poskytovatel je oprávněn požadovat úhradu penále za porušení rozpočtové kázně ve výši 1 promile denně z neoprávněně použitých nebo zadržovaných prostředků, nejvýše však do výše této částky.

6. Příjemce je oprávněn tuto smlouvu vypovědět ze závažných důvodů, které je povinen poskytovateli sdělit. Výpovědní lhůta činí 1 měsíc a začíná běžet ode dne doručení písemné výpovědi poskytovateli. V případě vypovězení smlouvy ze strany příjemce nemá příjemce nárok na poskytnutí výpomoci. Poskytnutá plnění ze strany poskytovatele je povinen příjemce vrátit poskytovateli v plné výši bezhotovostním převodem na účet poskytovatele 170320242/0300 do 15 dnů od doručení výpovědi poskytovateli.

VII.

Povinnosti příjemce při přeměně, insolvenci a likvidaci právnické osoby

1. V případě, že je příjemce právnickou osobou vyjma obce a má dojít k jeho přeměně podle příslušného zákona a příjemce má být zanikající právnickou osobou, má povinnost tuto skutečnost oznámit s dostatečným předstihem poskytovateli s žádostí o udělení souhlasu s přechodem práv a povinností z tohoto smluvního vztahu na právního nástupce. Přitom musí respektovat, že každá taková skutečnost musí být projednána v tom orgánu poskytovatele, který schválil poskytnutí výpomoci a smlouvu o jejím poskytnutí.
2. K žádosti o udělení souhlasu podle odstavce 1 musí příjemce prokázat příslušnými dokumenty, že práva a povinnosti z tohoto smluvního vztahu, včetně případné udržitelnosti, přejdou na právního nástupce a právní nástupce se zavazuje tyto povinnosti plnit (např. projekt fúze). Poskytovatel je oprávněn si vyžádat dodatečné podklady, pokud z dodaných podkladů nebude tato skutečnost vyplývat.
3. V případě, že poskytovatel žádosti vyhoví, spraví o tom bez zbytečného odkladu příjemce po projednání v příslušném orgánu poskytovatele a uzavře dodatek ke smlouvě, který bude obsahovat popis a důvod jeho uzavření s ohledem na přeměnu příjemce.
4. V případě, že žádosti poskytovatel nevyhoví, bezodkladně o tom spraví příjemce po projednání v příslušném orgánu poskytovatele. Poskytovatel je oprávněn posoudit dosavadní naplnění účelu smlouvy a rozhodne o vrácení poskytnuté výpomoci nebo její části. V takovém případě má příjemce povinnost vrátit doposud vyplacenou výpomoc nebo její část způsobem a ve lhůtě, které stanoví ve výzvě poskytovatel.
5. V případě, že je příjemce příspěvkovou organizací jiného územního samosprávného celku, je povinen při sloučení, splynutí či rozdělení postupovat obdobně podle odstavce 1 (doložení např. formou usnesení zastupitelstva územně samosprávného celku). Poslední věta odstavce 2 platí obdobně.
6. V případě, že příslušný soud rozhodl o úpadku příjemce nebo má být příjemce zrušen s likvidací, je povinen tuto skutečnost neprodleně oznámit poskytovateli. Poskytovatel je oprávněn posoudit dosavadní naplnění účelu smlouvy a rozhodne o vrácení poskytnuté výpomoci nebo její části. V takovém případě má příjemce povinnost vrátit doposud vyplacenou výpomoc nebo její část způsobem a ve lhůtě, které stanoví ve výzvě poskytovatel. Zároveň je povinen bezodkladně oznámit insolvenčnímu správci či likvidátorovi příjemce, že tento přijal výpomoc z rozpočtu poskytovatele a váže ho povinnost vyplacenou výpomoc vrátit zpět do rozpočtu poskytovatele.

VIII.

Ostatní ujednání


1. Pokud dojde v průběhu platnosti této smlouvy na straně příjemce ke změně podmínek, za kterých byla výpomoc poskytnuta, je příjemce povinen oznámit toto písemně poskytovateli neprodleně po zjištění změny.

2. Příjemce souhlasí se zveřejněním této smlouvy. Příjemce prohlašuje, že tato smlouva neobsahuje údaje, které tvoří předmět jeho obchodního tajemství ve smyslu § 504 zákona č. 89/2012 Sb., občanský zákoník.
3. Poskytovatel výpomoci je oprávněn provádět u příjemce kontrolu realizace, výsledků a povinné udržitelnosti projektu a kontrolu účetnictví, příp. dalších skutečností, a to v rozsahu potřebném k posouzení, zda jsou podmínky projektu a ujednání této smlouvy dodržovány.
4. Příjemce se zavazuje umožnit poskytovateli nebo jím písemně pověřeným osobám provést kdykoli (i v průběhu realizace) komplexní kontrolu postupů a výsledků realizace projektu, včetně použití prostředků výpomoci, a zpřístupnit na požádání veškeré doklady související s realizací projektu a s plněním závazků podle této smlouvy. Tímto ujednáním nejsou dotčena ani omezena práva kontrolních a finančních orgánů státní správy České republiky.

IX. Závěrečná ujednání

1. Smlouva je vyhotovena ve 4 stejnopisech majících povahu originálu, z nichž každá ze smluvních stran obdrží 2 výtisky.
2. Změny a doplňky této smlouvy lze provádět pouze formou písemných číslovaných dodatků, podepsaných oběma smluvními stranami.
3. Příjemce bere na vědomí, že v případě zjištění závažných nedostatků při realizaci projektu, včetně nedodržení termínu odevzdání vyúčtování poskytnuté výpomoci za uplynulý kalendářní rok, je poskytovatel oprávněn vyloučit v následujících 5 letech jeho žádosti o poskytnutí dotací, finančních darů a návratných finančních výpomocí z prostředků poskytovatele.
4. Tato smlouva nabývá platnosti a účinnosti dnem podpisu oprávněnými zástupci obou smluvních stran.
5. Smluvní strany shodně prohlašují, že si tuto smlouvu před jejím podpisem řádně přečetly, že byla uzavřena po vzájemném projednání podle jejich pravé a svobodné vůle, určitě, vážně a srozumitelně. Smluvní strany potvrzují autentičnost této smlouvy svým podpisem.

V Českých Budějovicích 28 -12- 2016


 za poskytovatele
 Mgr. Jiří Zimola
 hejtman Jihočeského kraje


V Českých Budějovicích 21.12.2016
JKORD s.r.o.
 Okružní 517/10
 370 01 České Budějovice
 IČ: 281 17 018
 Ing. Jiří
 Ph.D., MBA
 jednatel

Přílohou této smlouvy je:

- Smlouva o poskytnutí dotace na realizaci projektu v rámci programu Interreg CENTRAL EUROPE
- Partnerská dohoda – dohoda mezi vedoucím partnerem a partnery na realizaci projektu v rámci programu Interreg CENTRAL EUROPE

[Redacted]

08. Juli 2016

PL04



SUBSIDY CONTRACT

Subsidy Contract for the implementation of the Interreg CENTRAL EUROPE project

Subsidy Contract

For the implementation of the Interreg CENTRAL EUROPE project

CE55 RUMOBIL

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

Ministry for Regional Development and Transport of Saxony-Anhalt with its office at
Turmschanzenstraße 30
39114 Magdeburg
Germany
represented by
Wilfried Köhler

- 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 CE55, Rural Mobility in European Regions affected by Demographic Change / RUMOBIL

§ 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 15 April 2016 an earmarked subsidy is awarded to the LP for the project CB55, Rural Mobility in European Regions affected by Demographic Change 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	2.228.291,54 Euro (€)	458.730,46 Euro (€)	2.687.022,00 Euro (€)	82,93 %
Sub-total for PPs outside the programme area	0,00 Euro (€)	0,00 Euro (€)	0,00 Euro (€)	0,00 %
Total	2.228.291,54 Euro (€)	458.730,46 Euro (€)	2.687.022,00 Euro (€)	82,93 %

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-financing 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 information³: 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 document 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 obligations among the LP and the PPs are specified in this partnership agreement.
3. The LP guarantees that the partnership agreement as a whole provides also for a clear division, in line with the application documents, of the mutual responsibilities between all partners and of the obligation of each PP to assume responsibility in the event of any irregularity or incorrectness in the expenditure which has been declared.
4. The signature of the partnership agreement shall be demonstrated at the latest within three month after 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 the name of all PPs, the LP agrees, according to the Law on Data Protection 2000, Austrian Federal Law Gazette No. 165/1999 in its valid version that the MA is entitled to use personal data, which are contained in the project application form and which are acquired in the organs and authorized representatives of the following bodies and authorities: national control bodies and bodies and authorities involved in audits carried out for the programme, European Commission, auditing bodies of the European Union and the 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 use such data and to share them with other programmes in order to implement their tasks linked to European anti-corruption policy and to make such data available to bodies and authorities for evaluation and monitoring purposes.

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

18. In accordance with Articles 56 and 57 of Regulation (EU) 1303/2013 the LP and all PPs undertake to provide experts or bodies authorised by the 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.

§ 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.

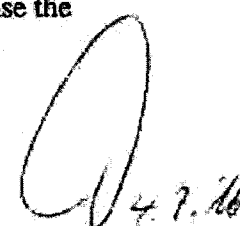
2. The LP undertakes all the necessary actions to comply with the fundamental requirements indicated in this contract, the applicable laws and programme documents (Application and Implementation Manuals), which are an integral part of this contract, to provide for comprehensive documentation on compliance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

A handwritten signature in black ink, followed by the date "4.7.16".

§ 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.

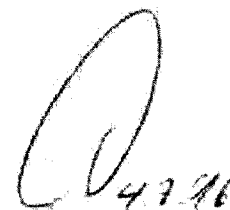
3. The LP respects all applicable rules and the basic principles related to competition law as well as the principles of equal treatment and transparency within the meaning of the funding regulations and it ensures that no undue advantage, i.e. the granting of any advantage that would undermine the basic 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

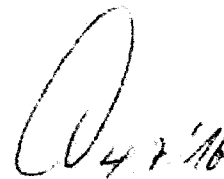
Assignment, legal succession

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;

A handwritten signature in black ink, followed by the date '4.7.16'.

- 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 month 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 contract. All cited laws, regulations and Programme documents mentioned are applicable in their currently valid version. The LP declares to respect the legal framework as mentioned and to contractually forward this obligation to the project partnership.

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

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

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

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

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

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

8. Two copies will be made of this agreement; of which each party keeps one. The LP is free to accept and sign this contract within 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.

Magdeburg, den 04.07.2016

(Place + Date)

WIENNA, 10 August 2016

(Place + Date)

Wilfried Köhler

Name of the legal representative
of the lead partner



(Signature + Stamp)

des Landesamtes für
Türmschwarzstraße 11
39114 Magdeburg

CHRISTIANE BREZNIK

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



(Signature +

Annexes:

- Approved application form
- Overview table on reporting targets and deadlines
- Financial guarantee (Applicable only in case of private LP)

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

- Application Manual ⁵
- Implementation Manual

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	01-12-2014	01-03-2016		15.000,00
1	01-06-2016	30-11-2016	30-01-2017	238.689,25
2	01-12-2016	31-05-2017	31-07-2017	281.134,50
3	01-06-2017	30-11-2017	30-01-2018	419.346,25
4	01-12-2017	31-05-2018	31-07-2018	745.086,00
5	01-06-2018	30-11-2018	30-01-2019	628.596,50
6	01-12-2018	31-05-2019	31-08-2019	359.169,50

KORD s.r.o. 
Kruční 517/10
0 01 České Budějovice
IC: 281 17 018

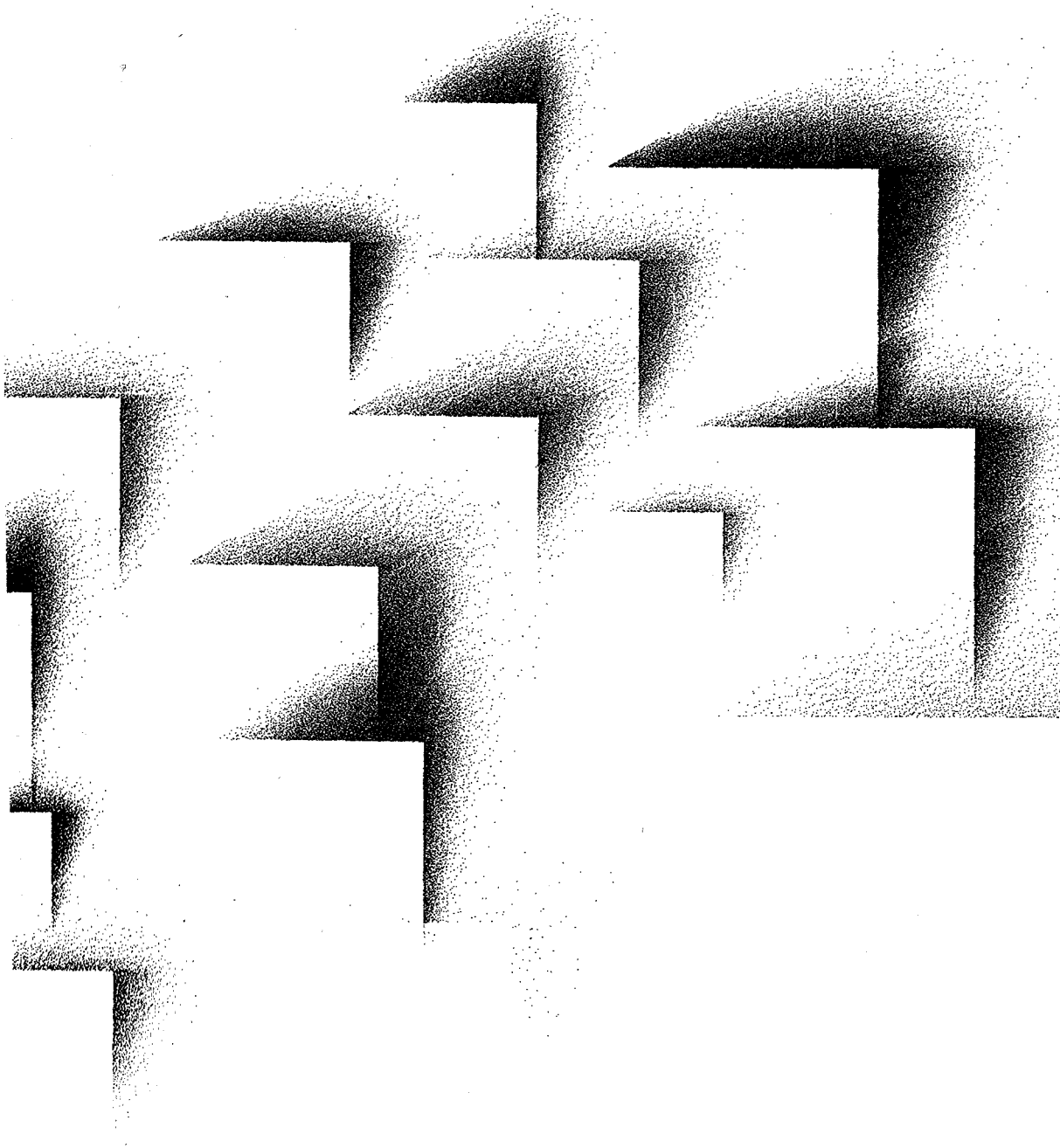
Interreg 
CENTRAL EUROPE European Union
European Regional
Development Fund



Municipal Department
for European Affairs
City of Vienna

PARTNERSHIP AGREEMENT

Agreement between the lead partner and the partners for the implementation of the Interreg CENTRAL EUROPE project "RUMOBIL"



**Agreement between the lead partner and the partners for the
implementation of the Interreg CENTRAL EUROPE project**

«CE55» «RUMOBIL»

(Partnership agreement)

Having regard to:

- the legal framework as in § 1 of the subsidy contract signed between the managing authority (hereinafter referred to as MA) and the Ministry for Regional Development and Transport of Saxony-Anhalt acting as lead partner (hereinafter referred to as LP) of the project No CE55, acronym RUMOBIL and in particular Article 13(2) of Regulation (EU) No 1299/2013 and
- § 10 of the subsidy contract signed between the MA and the aforementioned LP on 4 July 2016 and 10 August 2016;

the following agreement shall be made between:

try for Regional Development and Transport of Saxony-Anhalt, (LeadPartner)
Turmschanzenstr. 30, 39114 Magdeburg, Germany, presented by Wilfried
Köhler

and

Mazowieckie Voivodeship, Jagiellońska 26, 03-719 Warszawa, Poland, (Partner 2)
represented by Adam Struzik

Pro-rail alliance, Trnjanska 11F, 10000 Zagreb, Croatia, represented by (Partner 3)
Branko Kreš

HŽ Passenger Transport Limited Liability Company, Strojarska cesta 11, (Partner 4)
10000 Zagreb, Croatia, represented by Dražen Ratković

Vysočina Region, Žižkova 57, 58733 Jihlava, Czech Republic, represented (Partner 5)
by Jiří Běhounek

JIKORD s.r.o., Okružní 517/10, 370 01 České Budějovice, Czech Republic, (Partner 6)
represented by Jiří Borovka

The Institute of Technology and Business in České Budějovice, Okružní (Partner 7)
517/10, 370 01 České Budějovice, Czech Republic, represented by Marek
Vochozka

T Bridge S.p.A, Via Garibaldi 7, 16124 Genova, Italy, represented by (Partner 8)
Raffaele Boccardo

Agency for mobility and local public transport Modena S.p.A., Strada (Partner 9)
Sant'Anna 210, 41122 Modena, Italy, represented by Andrea Burzacchini

- University of Žilina, Univerzitná 8215/1, 010 26 Žilina, Slovakia, (Partner 10)
represented by Tatiana Čorejová
- Žilina self-governing region, Komenského 48, 011 09 Žilina, Slovakia, (Partner 11)
represented by Juraj Blanar
- Self-government of Szabolcs-Szatmár-Bereg County, Hősök square 5, 4400 (Partner 12)
Nyíregyháza, Hungary, represented by Oszkár Seszták
- Municipality of Nagykálló, Kállai Kettős tér 1, 4320 Nagykálló, Hungary, (Partner 13)
represented by Zoltán Juhász

for the implementation of the Interreg CENTRAL EUROPE project CE55, title: Rural Mobility in European Regions affected by Demographic Change, acronym: RUMOBIL, approved by the Monitoring Committee (hereinafter referred to as MC) of the Interreg CENTRAL EUROPE Programme (hereinafter referred to as Interreg CE) on 15 April 2016 in Zagreb.

§ 1

Definitions

1. For the purposes of this partnership agreement the following definitions apply:
 - a. Project partner (hereinafter referred to as "PP"): any institution financially participating in the project and contributing to its implementation, as identified in the approved application form. It corresponds to the term "beneficiary" used in the European Structural and Investment Funds Regulations.
 - b. Lead partner: the project partner who takes the overall responsibility for the submission and the implementation of the entire project according to Article 13 (2) of Regulation (EU) No 1299/2013. It corresponds to the term "lead beneficiary" used in the European Structural and Investment Funds Regulations.
 - c. Associated partner: any institution/body involved as observer in the project without financially contributing to it, as identified in the approved project application form.

§ 2

Subject of the agreement

1. This partnership agreement lays down the arrangements regulating the relations between the LP and all PPs in order to ensure a sound implementation of the project CE55, title: Rural Mobility in European Regions affected by Demographic Change, acronym: RUMOBIL, as in the latest version of the approved application form as well as in compliance with the conditions for support set out in the European Structural and Investment Funds Regulations, delegated and implementing acts, the programme rules based thereon and the subsidy contract signed between the MA and the LP.
2. The LP and all PPs commit themselves in jointly implementing the project in accordance with the latest version of the approved application form, with the aim to reach the objectives of the project. This also includes the commitment to produce qualitative outputs and to achieve the results set in the application form.

3. The LP and all PPs declare to have carefully read and accepted the legal framework and the other relevant norms affecting the project. In case that changes in the subsidy contract affect the partnership agreement, this document shall be adjusted accordingly.
4. The annexes to this partnership agreement form an integral part of this agreement and comprise *inter alia*: copy of the latest version of the approved application form (Annex 1); copy of the subsidy contract signed between the MA and the LP, including any revision(s) (Annex 2); list of bank accounts of the PPs (Annex 3).
5. The present partnership agreement serves also explicitly as written power of attorney of the PP to LP and authorises the latter to perform the specific duties and responsibilities as set out below.

§ 3

Duration of the agreement

This partnership agreement shall enter into force as from the date of the last signature of this agreement. It shall remain in force until the LP has discharged in full its obligations towards the MA - as provided for in § 4 of the subsidy contract signed between the MA and the LP.

§ 4

Partnership

All PPs entitle the LP to represent the PPs in the project. They commit themselves to undertake all steps necessary to support the LP in fulfilling its obligations as specified in the subsidy contract signed between the MA and the LP as well as in this agreement.

§ 5

Project management: obligations of the lead partner

1. The LP shall assume the sole responsibility towards the MA for the implementation, management and coordination of the entire project and fulfil all obligations arising from the subsidy contract.
2. The obligations of the LP are listed in the Subsidy Contract, enclosed to this agreement as Annex 2.
3. In addition, the LP is obliged to:
 - a. Take all the necessary actions to comply with the requirements indicated in the programme implementation manual;
 - b. In case the project has foreseen to involve PPs located in EU regions outside the CENTRAL EUROPE area, ensure that the total ERDF expenditure of those PPs does not exceed the limit of 20 % of the total ERDF project budget;
 - c. In case the project foresees to implement activities in countries outside the EU territory, ensure that funds are spent under its and/or its PPs responsibility in order to secure a proper financial control;

- d. Ensure to take all the necessary measures in order to avoid that the subsidy contract is terminated by the MA and thus to avoid that the partnership is asked to repay the subsidy according to § 18 of the subsidy contract.

§ 6

Project management: obligations of the project partners

1. Each PP shall comply with the relevant legal and other requirements under the law which applies to it, especially with the European Union's and national legislation as set out in § 1 of the subsidy contract (Annex 2) and its annexes. Furthermore each PP shall ensure that all necessary approvals (e.g. building permissions, environmental impact assessment statements) have been obtained. In particular, for the part of the project for which it is responsible, each PP shall ensure:
 - a. that it is in compliance with relevant rules concerning equal opportunities, protection of environment, financial management, branding, public procurement and State aid;
 - b. that it is implemented 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.);
 - c. that in case of aid granted under the *de minimis* regime all necessary requirements provided for in Regulation (EU) No 1407/2013 are respected by the PP concerned and also, when necessary, by those bodies benefitting of project activities/outputs.
 - d. that programme requirements on eligibility of expenditure, as provided for in the implementation manual and in line with § 5 of the subsidy contract signed between the MA and the LP, are strictly respected.
2. Each PP confirms, according to the Law on Data Protection 2000, Austrian Federal Law Gazette No. 165/1999 in its valid version, that the MA is entitled to use personal data which are contained in the approved application form and which are acquired in the organs and authorised representatives of the following bodies and authorities: national control bodies and bodies and authorities involved in audits carried out for the programme, European Commission, auditing bodies of the European Union 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 use such data and to share them with other programmes in order to implement their tasks linked to European anti-corruption policy and to make such data available to bodies and authorities for evaluation and monitoring purposes.
3. Each PP shall set up a physical and/or electronic archive which allows storing data, records and documents composing the audit trail, in compliance with requirements described in the programme implementation manual. The location of the above mentioned archive is indicated in the programme electronic monitoring system and each PP commits itself to promptly inform the LP on any change of location.
4. Each PP shall give access to the relevant authorities (MA/JS, Audit Authority, Commission Services and national and EU controlling institutions) to its business premises for the necessary controls and audits, as further ruled in § 17.
5. Each PP shall ensure that its part of activities to be implemented in the approved project is not fully or partly financed by other EU Programmes.
6. Each PP shall ensure that the following project and financial management conditions are fulfilled:

- a. To timely start as well as to implement the part(s) of the project for which it is responsible in due time and in compliance with the approved application form ensuring, in quantitative and qualitative terms, the delivery of its planned project activities, outputs and results;
 - b. To appoint a local coordinator for the part(s) of the project for which it is responsible and to give the appointed coordinator the authority to represent the partner in the project so that to ensure a sound project management;
 - c. To immediately notify the LP of any event that could lead to a temporary or permanent discontinuation or any other deviation of the part(s) of the approved project for which the PP is responsible;
 - d. 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 evaluation purpose. Information might be provided also through surveys and/or interviews;
 - e. To promptly react to any request made by the MA/JS through the LP;
 - f. That expenditure reported to the LP has been incurred for the purpose of implementing the project and correspond to the activities described in the latest version of the approved application form;
 - g. That in case one or more output and result targets, as set in the latest approved version of the application form, are not successfully reached, adequate corrective measures are 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;
 - h. To immediately inform the LP if costs are reduced or any of the disbursement conditions ceases to be fulfilled, or circumstances arise which entitle the MA to reduce payment or to demand repayment of the subsidy wholly or in part;
 - i. To install a separate accounting system for the settlement of the project and safeguard that the eligible costs as well as the received subsidies can be clearly identified.
7. In the circumstance that 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), the concerned PP is to immediately inform the LP that shall in turn immediately inform the MA/JS;

§ 7

Project steering committee

1. For a sound implementation and management of the project, a steering committee shall be set up in line with provisions of the programme implementation manual.
2. The steering committee is the decision-making body of the project and it shall be composed by representatives of the LP and all PPs duly authorised to represent the respective LP and PP institutions. It shall be chaired by the LP and it shall meet on a regular basis. Associated partners shall be invited to take part in the steering committee in an advisory capacity. External key stakeholders may also be invited to take part to one or more meetings in an observer/advisory capacity.

3. The steering committee shall at least:
 - a. be responsible for monitoring and validating the implementation of the project and the achievement of the planned results as in the approved application form;
 - b. perform the financial monitoring of the project implementation and to decide on any budget changes as in § 11 of this agreement;
 - c. monitor and manage deviations of the project implementation;
 - d. decide on project modifications (e.g. partnership, budget, activities, and duration) if needed;
 - e. be responsible for the settlement of any disputes within the partnership (as stipulated in § 22 of this agreement);
4. Further aspects, including the creation of sub-groups or task forces, may be set out in the rules of procedure of the steering committee.

§ 8

Financial management and accounting principles

In line with § 6 of this agreement, each PP is responsible towards the LP for guaranteeing a sound financial management of its budget as indicated in the latest version of the approved application form, and pledges to release its part of the co-funding. To this purpose, a separate accounting system must be set in place.

§ 9

Reporting and requests for payment

1. Each PP may only request, via the LP, payments of the contribution from the European Regional Development Fund (hereinafter referred to as ERDF) by providing proof of progress of its respective part(s) of the project towards the achievement of the outputs and results as set in the approved application form, in compliance with the principle of sound financial management (as determined by the principles of economy, efficiency and effectiveness) and by demonstrating the utility derived from any purchases. To this purpose, each PP commits to providing the LP with complete and accurate information needed to draw up and submit progress and final reports and, where possible, the main outputs and deliverables obtained in line with the approved application form. The reporting periods, spending targets and reporting deadlines are laid down in the overview table annexed to the subsidy contract.
2. In addition, in order to allow the LP to submit to the MA payment requests, enclosed to the progress reports, every PP shall submit to the LP its certificates confirming the eligibility of expenditure, following verifications performed according to § 10. To meet the deadlines mentioned in § 9.1, each PP commits itself to deliver to the LP the necessary information and documents no later than 5 working days before the deadline for submitting the concerned progress report.
3. Each PP commits itself to deliver to the LP the partner progress report and expenditure list no later than 40 working days after the end of the reporting period. The LP will perform a plausibility check ahead of the submission of the documentation to the responsible FLC. The PP are obliged to provide additional documentation on reported activities on request of the LP within 10 working days.

4. Requests for postponement of the reporting deadline may be granted only in exceptional and duly justified cases. They shall be asked by the LP to the MA via the JS at the latest one week prior to the due deadline.
5. In line with § 11.6 of the subsidy contract, the LP shall confirm that the expenditure reported by each PP has been incurred by the PP for the purpose of implementing the project, that it corresponds to the activities laid down in the approved application form and that it has been verified by its national controller.
6. If the LP casts doubts on the project relevance of any expenditure items claimed by a PP, the LP shall clarify the issue with the concerned PP with the aim of finding an agreement on the expenditure to be claimed and the corresponding activities to be reported as project-relevant. In the case that such agreement cannot be found, the procedure as stated in the implementation manual will be followed.
7. Payments not requested in time and in full or non in compliance with the payment schedule as indicated in the overview table of reporting targets and deadlines annexed to the subsidy contract may be lost. In case of decommitment of funds § 18.5 applies.
8. In order to proceed with the analysis of progress and final reports, each PP must provide additional information if the LP or the MA/JS deem that necessary. Additional information requested by the MA/JS are to be collected and sent by the LP within the demanded time frame.
9. The MA reserves the right not to accept - in part or in full - certificates of expenditure as described in § 10 of this agreement, in line with provisions of § 6.4 of the subsidy contract.
10. Following the approval of the progress report by the MA/JS and the respective ERDF funds have been transferred to the LP account, the LP shall forward the respective ERDF share to each PP without any delay and in full to their bank accounts as indicated in Annex 3. Bank accounts shall be whenever possible specific for the project and shall provide for registration in Euro (EUR; €) of total expenses (expenditure) and of the return (income) related to the project. Changes of the account number shall be duly notified to the LP.
11. The maximum acceptable delay for transferring the ERDF to the PPs is of 10 working days. In exceptional and duly justified cases, LPs which are public authorities may benefit from an extension of the aforementioned deadline in order to comply with internal administrative procedures in transferring public funds. In case of unjustified delays in the transfer of ERDF funds to the PPs which are imputable to the LP, the PPs may claim interest rates which the LP shall exclude from the approved project budget.
12. The LP shall provide all PPs with copies of any report and documentation submitted to the MA/JS and keep the PPs informed about all relevant communication with MA or JS, in line with § 11.8 of the subsidy contract.
13. Details on the contents of the reports on the verification of expenditure, on the reimbursement of funds and on the related procedural rules are laid out in the programme implementation manual, the contents of which each PP accepts.

§ 10

Verification 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 included in the report by the LP and the PPs. Certificates of expenditure must be 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 the subsidy contract. Certificates of expenditure shall be accompanied by the compulsory elements presented in the programme implementation manual (i.e., the control report and checklist). The project partners shall deliver all necessary documents in order to enable the LP to fulfil its obligations. To this end, the partnership may agree on internal rules and delivery procedures.

2. National controllers will base their work on the rules provided by each Member State and the requirements set in the respective EC Regulations and in the programme implementation manual.
3. PPs from countries having set a decentralised control system ensure that controllers were selected in accordance with the system set up by each Member State and they meet the requirements of qualification and independence presented in the programme implementation manual. Furthermore, these PPs acknowledge that the MA reserves the right, after agreement with the national responsible institution, to require that the controller directly selected by a PP is replaced if considerations, which were unknown when the subsidy contract was signed, cast doubts on the controller's independence or professional standards.
4. Each PP is to notify to the LP on its national controllers that, in accordance with the system set up by each Member State, shall carry out the verification of the expenditure of the PP. National controllers are identified in the supplementary information section of the programme electronic monitoring system.
5. Any change of control authority/institution or name of controller(s) shall be duly notified to the LP who has subsequently to notify the MA via the JS.

§ 11

Project changes

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. With regard specifically to budget changes, each PP may only apply changes in its approved budget if they comply with the flexibility rules stated in the programme implementation manual and if prior approval from the LP and, if necessary, the programme bodies has been provided, as appropriate. To this purpose, each PP shall timely inform the LP on any request of revision of its budget in respect to its original commitment.
3. The contribution of the LP and each PP are clearly defined in the approved application form. Changes in the project partnership require the approval of the programme bodies as outlined in the programme implementation manual.
4. In case of changes in the partnership, this partnership agreement shall be amended accordingly and signed by the LP and the PPs, including the new PP if applicable.

§ 12

Publicity, communication and branding

1. The LP and the PPs shall ensure adequate promotion of the project both towards potential beneficiaries of the project results and towards the general public.

2. Unless the MA requests otherwise, each PP shall ensure that any notice or publication made by the project, including presentations at conferences or seminars, shall point out that the project was implemented through financial assistance from ERDF funds and the Interreg CE Programme as required by Annex XII to Regulation (EU) 1313/2013. All information, communication and branding measures of the project shall be carried out in accordance with the aforementioned rules, the latest version of the approved application form, the programme implementation manual and any other guidelines issued by the programme on the matter. The LP shall provide the PPs with relevant documents and any programme guidelines.
3. The LP must ensure that all the PPs and itself respect the additional branding requirements as laid down in the programme implementation manual which forms an integral part of this agreement.
4. Each PP shall ensure that any notice or publication relating to the project made in any form and by any means, including the Internet, states that it only reflects the author's view and that the programme authorities are not liable for any use that may be made of the information contained therein.
5. All PPs 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 PPs or third parties on behalf of the PPs. The PPs are liable in case a third party claims compensation for damages (e.g. because of an infringement of intellectual property rights). The PPs will indemnify the LP in case the LP suffers any damage because of the content of the publicity and information material.
6. Each PP shall comply with all publicity, communication and branding obligations (e.g. on the use of the programme logo, information requirements, organisation of events etc.) as further specified in the programme implementation manual.
7. The LP and each PP authorise the programme authorities to publish, in any and by any means, the following information:
 - a. the name of the LP and its PPs;
 - 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.
8. The MA is entitled to furthermore use these data for information and communication purposes as listed in Annex XII of Regulation (EU) No 1303/2013.
9. 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. All PPs agree 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

§ 9.1 of this agreement, each PP shall provide evidence of the deliverables and outputs produced as further specified in the implementation manual.

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

§ 13

Assignment, legal succession

1. PPs in exceptional cases and in well-founded circumstances are allowed to assign their duties and rights under this agreement only after prior written consent of the programme bodies and in compliance with the procedure specified in the programme implementation manual.
2. Where according to national laws the legal personality does not change and where all assets of 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 programme bodies is not necessary. However, the concerned PP shall submit in due time to the MA/JS via the LP related information together with all documents that are necessary to analyse the legal case. 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 § 13.1 has to be initiated.
3. In case of assignment or any form of legal succession of any PP, the 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.
4. In case § 13.1 applies, the present agreement shall be amended accordingly.

§ 14

Cooperation with third parties and outsourcing

1. In the event of outsourcing, the PPs must obey community, national and programme rules on public procurement and shall remain the sole responsible parties towards the LP and, through the LP, to the MA concerning compliance with their obligations by virtue of the conditions set forth in this agreement including its annexes.
2. The LP has to be informed about any subcontract valuing 5,000 Euro or more (excluding VAT) before the contract is signed and the service(s) are purchased. The information must include the applied tender procedure, summary information about the offers received and the award decision taken.
3. In case of financial involvement of associated partners, this must not enter in conflict with public procurement rules. Expenditure incurred by the associated partners shall be finally borne by any of the PPs or by the LP in order to be considered as eligible and on condition that this is allowed by national or programme rules.

§ 15

Liability

1. According to § 10 of the subsidy contract, the LP bears the overall financial and legal responsibility for the project and for the PPs towards the MA and third parties.
2. Within the partnership, each party to this agreement shall be liable to the other parties and shall indemnify and hold harmless such other party for and against any liabilities, damages and costs resulting from the non-compliance of its duties and obligations as set forth in this agreement and its annexes or of other legal norms. Eventual repayment of undue funds by the PPs to the LP, for which the LP is liable towards the MA is ruled in § 18 of the present agreement.
3. 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 as stipulated in § 10.11 of the subsidy contract. The LP is entitled to subrogate against the PP that caused the damage. The PP causing damage shall be liable to the LP therefore.
4. The parties to this agreement accept that the MA cannot be under any circumstances or for any reason whatsoever held liable for damage or injury sustained by the staff or property of the LP or any PP while the project is being carried out. No claims can be accepted by the MA for compensation or increases in payment in connection with such damage or injury.
5. No party shall be held liable for not complying with obligations ensuing from this agreement in case of force majeure as described in § 24 of this agreement.

§ 16

Non-fulfilment of obligations

1. Each PP is obliged to promptly inform the LP and provide all necessary details should there be events that could jeopardise the implementation of the project.
2. Each PP is directly and exclusively responsible towards the LP and the other PPs for the due implementation of its part(s) to the project as described in the approved application form as well as for the proper fulfilment of its obligations as set out in this agreement. Should a PP not fulfil its obligations under this agreement in due time, the LP shall admonish the PP to fulfil such obligations within reasonable deadlines set by the LP. The LP shall make any effort in resolving the difficulties, including seeking the assistance of the MA/JS. Should the non-fulfilment continue, the LP may decide to exclude the PP concerned from the project prior approval of the other PPs. The MA and JS shall be immediately informed of such an intended decision.
3. The excluded PP is obliged to refund to the LP any programme funds received for which it cannot prove that, on the day of exclusion, ERDF received for the project was used for activities carried out, and deliverables/outputs obtained, for the benefit of the project and that such activities and deliverables/outputs can be used for the further implementation of the project. The excluded PP is liable to compensate any damage to the LP and the remaining PPs due to its exclusion.
4. The excluded PP has to keep documents for audit purposes according to what stated in § 6.3 of this agreement.
5. The LP and all PPs herewith oblige themselves to compensate each other for those damages that may result from intentional or gross negligence, non-performance or mal-performance of any of their obligations under the present agreement.

6. In case of non-fulfilment of PP obligations having financial consequences for the funding of the project as a whole, the LP may demand compensation from the responsible PP to cover the sum involved.

§ 17

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 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. Each PP undertakes all the necessary actions to comply with the fundamental requirements indicated in this agreement, the subsidy contract, the applicable laws and programme documents (application and implementation manuals), which are an integral part of this agreement, to provide for comprehensive documentation on compliance with those norms and the accessibility to this documentation in line with § 6.4.

Besides the obligations with regard to reporting and information each PP particularly:

- a. Keeps all documents and data required for controls and audits safely and orderly;
 - b. Makes all necessary arrangements to ensure that any audit, notified by a duly authorised institution as indicated in § 17.1 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. Each PP shall promptly inform the LP about any audits that have been carried out by the bodies mentioned in § 17.1 of this agreement.
 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 the subsidy contract, the procedure described in § 18 and 9.9 of this agreement shall apply.

§ 18

Withdrawal or recovery of unduly paid-out funds, decommitment of funds

1. Should the MA in accordance with the provisions of the subsidy contract, the implementation manual and § 9.9 of this agreement, demand the repayment of subsidy already transferred to the LP, every PP is obliged to transfer its portion of undue paid out amount to the LP in compliance with Article 27(2) of Regulation (EU) No 1299/2013. The LP shall, without delay, forward the letter by which the MA has asserted the repayment claim and notify every PP of the amount repayable. Alternatively and when possible, the repayment amount will be offset against the next payment of the MA to the LP or, where applicable, remaining payments can be suspended. In case repayment is deemed as necessary, this repayment is due within one month following the date of the letter by which the MA asserts the

repayment claim to the LP. The LP shall be entitled to set an internal deadline to the concerned PPs in order to meet the MA requests. The amount repayable shall be subject to interest according to § 13.3 of the subsidy contract. Further provisions of the subsidy contract shall apply by analogy.

2. In case the PP does not repay the LP the irregular amounts by the deadline specified in the recovery letter, the LP informs the MA without delay. In duly justified cases, the MA informs the Member State, on whose territory the PP concerned is located in order to recover the unduly paid amounts from this Member State. Therefore, the respective Member State is entitled to claim the unduly paid funds that have been reimbursed to the MA from the PP.
3. In case that no PP can be held responsible for the request for repayment, the amount to be repaid shall be apportioned between all PPs pro rata to their project budget share.
4. Bank charges incurred by the repayment of amounts due to the MA via the LP shall be borne entirely by the concerned PPs.
5. If decommitment of funds apply in compliance with § 9.7 and provisions of the programme implementation manual, the PPs herewith agree that the deduction shall be imputed to those PPs that have contributed to the decommitment of funds unless a different decision is taken by the MC. Deduction of funds shall be done in a way not to jeopardise future involvement of PPs and implementation of activities.

§ 19

Ownership - Use of outputs

1. Ownership, title and industrial and intellectual property rights in the results of the project and the reports and other documents relating to it shall, depending on the applicable national law, vest in the LP and/or its PPs.
2. Where several members of the partnership (LP and/or PPs) have jointly carried out work generating outputs and where their respective share of the work cannot be ascertained, they shall have joint ownership on it/them.
3. In case of joint ownership, a separate agreement between the partners involved should be concluded and the LP has to be informed. These provisions shall be in line with § 26.7 of this Agreement.
4. 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 must be immediately informed by the concerned LP or PP. The MA will recover the unduly paid contribution in proportion to the period for which the requirements have not been fulfilled.
5. Each partner 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 ensures that no undue advantage, i.e. the granting of any advantage that would undermine the budgetary 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 public free of charge and can be used by all interested persons and organizations in the region and under the same conditions as by the LP or its PPs.

6. 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.
7. 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.

§ 20

Revenues

1. 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.
2. The LP and each PP are responsible for keeping account and documenting all revenues generated, following project activities, for control purposes.

§ 21

Confidentiality

1. Although the nature of the implementation of the project is public, information exchanged in the context of its implementation between the LP and the PPs, the PPs themselves or the MA/JS shall be confidential.
2. The LP and the PPs commit to taking measures to ensure that all their respective staff members involved in the project respect the confidential nature of this information and do not disseminate it, pass it on to third parties or use it without prior written consent of the LP and the PP institution that provided the information.

§ 22

Disputes between partners

1. In case of dispute between the LP and its PPs or among PPs, presumption of good faith from all parties will be privileged.
2. Should a dispute arise between the LP and its PPs or among PPs, the affected parties will endeavour to find a solution on an amicable way. Disputes will be referred to the project steering committee in order to reach a settlement.
3. The LP will inform the other PPs and may, on its own initiative or upon request of a PP, ask advices to the MA/JS.
4. Should a compromise through mediation in the framework of the project steering committee not be possible, the parties herewith agree that Magdeburg, Germany, shall be the venue for all legal disputes arising from this agreement.

§ 23

Working language

The working language of the partnership shall be English.

1. Any official internal document of the project and all communication to the MA/JS shall be made available in English, being the official language of the Interreg CE Programme.
2. The present agreement is concluded in English. In case of translation of the present agreement into another language, the English version shall be the binding one.

§ 24

Force majeure

1. Force majeure shall mean any unforeseeable and exceptional event affecting the fulfilment of any obligation under this agreement, which is beyond the control of the LP and PPs and cannot be overcome despite their reasonable endeavours. Any default of a product or service or delays in making them available for the purpose of performing this agreement and affecting the project performance, including, for instance, anomalies in the functioning or performance of product or services, labour disputes, strikes or financial difficulties do not constitute force majeure.
2. If the LP or PPs are subject to force majeure liable to affect the fulfilment of its/their obligations under this agreement, the LP shall notify the MA via the JS without delay, stating the nature, likely duration and foreseeable effects.
3. Neither the LP nor the PPs shall be considered to be in breach of their obligations to execute the project if it has been prevented from complying by force majeure. Where LP or PPs cannot fulfil their obligations to execute the project due to force majeure, grant for accepted eligible expenditure occurred may be made only for those activities which have actually been executed up to the date of the event identified as force majeure. All necessary measures shall be taken to limit damage to the minimum.

§ 25

Lapse of time

Legal proceedings concerning any issue ensuing from this agreement may not be lodged before the courts more than three years after the claim was constituted unless the chosen applicable law as in § 26.6 of this agreement states differently.

§ 26

Concluding provisions

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

1. If any provision in this agreement should be wholly or partly ineffective, the parties to this agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.
2. In case of matters that are not ruled by this agreement, the parties agree to find a joint solution.
3. Amendments and supplements to this agreement must be in written form and have to be indicated as such. Consequently, any changes of this agreement shall only be effective if they have been agreed on in writing and have been designated as amendment of or supplement to the agreement.
4. The LP and all PPs ensure that in case of modification of provisions mentioned in § 1 of the subsidy contract, updated rights and obligations derived thereof shall apply.
5. Any costs, fees or taxes not eligible or any other duties arising from the conclusion or the implementation of this agreement shall be borne by the LP and PPs.
6. This agreement is governed by and construed in accordance with the laws of German law. Thus, the laws of Germany shall apply to all legal relations arising in connections with this agreement.
7. To the effect of this agreement, the PPs shall irrevocably choose domicile at their addresses stated in the partner section of the application form (Annex 1 to this agreement) where any official notifications can be lawfully served.
8. Any change of domicile shall be forwarded by the concerned PP to the LP within 15 days following the change.
9. The present agreement must be signed by the LP and all PPs and evidence of the occurred signature has to be provided at the latest within three month after the entering into force of the subsidy contract between the MA and the LP, following the procedures described 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 provided for in § 10.2 of the subsidy contract and as set by the template of partnership agreement made available by the programme.
10. Fourteen (14) copies of this agreement are made.

Drawn up at Magdeburg, Germany

Lead partner



Signature **Ministerium für Landesentwicklung und Verkehr
des Landes Sachsen-Anhalt
Turmechanzenstraße 30
39114 Magdeburg**

Date **30.03.2011**

Partner 2

Signature

[Redacted signature]

Adam Struzik

Date

20-09-2016

Członek Zarządu

Ra... ajkowski

Urząd Marszałkowski
Województwa Mazowieckiego
w Warszawie
ul. Jagiellońska 26
03-719 Warszawa

mentu

przek

[Redacted signature]

10.09.16

Kierownik Wydziału
Transportu Kolejowego

Magdalena Głodek

[Redacted signature]

Partner 3

Signature



Date

1. 9. 2016.



Partner 4

Signature



Date 31.8.2016.





TAKING COOPERATION FORWARD

Partner 5


Kraj Vysocina
Žižkova 57, 587 33 Jihlava

17

Signature

Date

13. 09. 2016

Partner 6

Signature



Date 9.9.16

JIKORD s.r.o.
Okružní 517/10
370 01 České Budějovice
IČ: 281 17 018

Partner 7


Vysoká škola technická a ekonomická
v Českých Budějovicích
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370 01 České Budějovice
IČ 75081431 DIČ CZ75081431

Signature



Date 09-09-2016

Partner 8

Signature 

Date

12/09/2016

T. A.
Via Garibaldi 4 Genova
Tel. 010 53.11.85
Cod. Fisc. 01201580998

Partner 9

Agenzia per la Mobilità
ed il Trasporto Pubblico Locale
di Modena S.p.A.

Signature



Date 10.09.2016

Partner 10



Signature



Date

20.09.2016

Partner 11



Signature



Date 24.11.2016

Handwritten signature



Partner 12

Signature



Date 15.09.2016

Partner 13

Signature  
The seal is circular with the text "Székesfehérvár Város Önkormányzata" around the perimeter and a central coat of arms.

Date 2016 SZEP 15

Annexes:

Annex 1: latest version of the approved application form (including its annexes)

Annex 2: copy of the subsidy contract signed between the MA and the LP, including any revision(s)

Annex 3: list of PP's bank accounts

Annex 4: summary of approved budgets

The following documents, which are an integral part of this agreement, can be downloaded from the programme's internet web page: www.interreg-central.eu:

- Application manual for the call in which the project has been approved;
- Implementation manual

Any EU legislation mentioned in this agreement can be downloaded from <http://eur-lex.europa.eu>