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34/12.02.2024

## HOTĂRÂRE

**privind aprobarea participării Municipiului Cluj-Napoca, în calitate de partener, în proiectul „Îmbunătățirea specializărilor inteligente și încurajarea dezvoltării în domeniul IT în regiunea Dunării”, cod proiect DRP0200277 și acronim SpinIT, finanțat prin Programul „Regiunea Dunăre” 2021-2027 și a cheltuielilor legate de acesta.**

Consiliul local al municipiului Cluj-Napoca întrunit în ședință ordinară,

Examinând proiectul de hotărâre privind aprobarea participării Municipiului Cluj-Napoca, în calitate de partener, în proiectul „Îmbunătățirea specializărilor inteligente și încurajarea dezvoltării în domeniul IT în regiunea Dunării”, cod proiect DRP0200277 și acronim SpinIT, finanțat prin Programul „Regiunea Dunăre” 2021-2027 și a cheltuielilor legate de acesta.

- proiect din inițiativa primarului;

Reținând Referatul de aprobare nr. 126846/05.02.2024 al primarului municipiului Cluj-Napoca, în calitate de inițiator;

Analizând Raportul de specialitate nr. 126961/05.02.2024 al Direcției Generale Comunicare, dezvoltare locală și management proiecte - Serviciul Strategie și dezvoltare locală, management proiecte, al Direcției juridice și al Direcției economice, prin care se propune aprobarea participării Municipiului Cluj-Napoca, în calitate de partener, în proiectul „Îmbunătățirea specializărilor inteligente și încurajarea dezvoltării în domeniul IT în regiunea Dunării”, cod proiect DRP0200277 și acronim SpinIT, finanțat prin Programul „Regiunea Dunăre” 2021-2027 și a cheltuielilor legate de acesta;

Având în vedere prevederile Regulamentului (UE) 2021/1058 al Parlamentului European și al Consiliului din 24 iunie 2021 privind Fondul european de dezvoltare regională și Fondul de coeziune, ale Regulamentului (UE) 2021/1059 al Parlamentului European și al Consiliului din 24 iunie 2021 privind dispoziții specifice pentru obiectivul Cooperare teritorială europeană (Interreg) sprijinit de Fondul european de dezvoltare regională și de instrumentele de finanțare externă, Legea nr. 231/2022 privind gestionarea și utilizarea fondurilor Interreg și a contribuției publice naționale, pentru obiectivul "Cooperare teritorială europeană", în perioada 2021-2027, Legea 273/2006 privind finanțele publice locale cu modificările și completările ulterioare, precum și ale art. 129 alin. 2 lit. b) și alin. 4 lit. a) din Ordonanța de Urgență a Guvernului nr. 57/2019 privind Codul administrativ, cu modificările și completările ulterioare;

Ținând cont de prevederile Acordului de Parteneriat înregistrat la Primăria Cluj-Napoca cu nr.126735/05.02.2024;

Văzând avizul comisiei de specialitate;

Potrivit dispozițiilor art. 129, 133 alin. 1, 139 și 196 din Ordonanța de Urgență nr. 57/2019 a Guvernului României privind Codul administrativ, cu modificările și completările ulterioare.

## HOTĂRĂȘTE :

**Art. 1.** Se aprobă participarea Municipiului Cluj-Napoca, în calitate de partener, în proiectul „Îmbunătățirea specializărilor inteligente și încurajarea dezvoltării în domeniul IT în regiunea Dunării”, cod proiect DRP0200277 și acronim SpinIT, în vederea accesării de fonduri nerambursabile prin Programul „Regiunea Dunăre” 2021-2027.

**Art. 2.** Se aprobă valoarea totală a bugetului proiectului prevăzut la Art. 1 în sumă de

**2.419.000,00 euro**, din care Municipiului Cluj-Napoca îi este alocată suma de **130.250,00 euro**, defalcat pe surse de finanțare după cum urmează:

- contribuția FEDR în procent de **80%** din totalul bugetului alocat municipiului, reprezentând **104.200,00 euro**;
- cofinanțare națională, în procent de **18%**, reprezentând **23.445,00 euro** din bugetul Ministerul Investițiilor și Proiectelor Europene;
- contribuția proprie din bugetul local al municipiului Cluj-Napoca în procent de **2%**, reprezentând **2.605,00 euro**.

**Art. 3.** Municipiul Cluj-Napoca se obligă să asigure resursele financiare, costuri eligibile, neeligibile, inclusiv costurile conexe proiectului, necesare implementării optime a proiectului în condițiile rambursării/ decontării ulterioare a cheltuielilor din instrumentele structurale.

**Art. 4.** Cu îndeplinirea prevederilor hotărârii se încredințează Echipa de Implementare care va fi desemnată ulterior prin dispoziție a Primarului municipiului Cluj-Napoca, Serviciul Strategie și Dezvoltare Locală, Management proiecte și Direcția economică.

Președinte de ședință,  
Ec. Dan Ștefan Tarcea

Contrasemnează:  
Secretarul general al municipiului,  
Jr. Aurora Roșca



REFERAT DE APROBARE

**privind aprobarea participării Municipiului Cluj-Napoca, în calitate de partener, în proiectul „Îmbunătățirea specializărilor inteligente și încurajarea dezvoltării în domeniul IT în regiunea Dunării”, cod proiect DRP0200277 și acronim SpinIT, finanțat prin Programul „Regiunea Dunăre” 2021-2027 și a cheltuielilor legate de acesta**

Programul „Regiunea Dunăre” 2021-2027 finanțează proiecte implementate de un parteneriat transnațional extins și care au ca obiectiv îmbunătățirea politicilor publice și a cooperării instituționale. Programul se bazează pe priorități cu o relevanță deosebită pentru regiunea Dunării, defalcate pe obiective specifice.

Proiectul „Îmbunătățirea specializărilor inteligente și încurajarea dezvoltării în domeniul IT în regiunea Dunării”, cod proiect DRP0200277 și acronim SpinIT, a fost depus în cadrul apelului 1 de proiecte, Axa prioritară 1 - O regiune a Dunării mai competitivă și mai inteligentă, Obiectiv specific 1.2 Dezvoltarea abilităților pentru avansarea strategiilor de specializare inteligentă, transformarea industrială și tranziția către industria 4.0, inclusiv colaborări intersectoriale.

**Obiectivul general al proiectului** „Îmbunătățirea specializărilor inteligente și încurajarea dezvoltării în domeniul IT în regiunea Dunării”, cod proiect DRP0200277 și acronim SpinIT, este de a aborda provocările comune identificate în Regiunea Dunării cu privire la disparitățile teritoriale semnificative în ceea ce privește capacitatea de inovare, cunoștințele și dezvoltarea tehnologică, precum și izolarea ecosistemelor în Europa de Est și de Sud-Est.

**Rezultatele principale anticipate ale proiectului sunt:**

Impactul proiectului este triplu:

1. influențează direct ecosistemul de inovare angrenat în proiect, start-up-urile, IMM-urile și ecosistemele avansate;
2. include, promovează și implică o gamă largă de părți interesate în program;
3. promovează dezvoltarea abilităților aliniate cu Strategiile de Specializare Inteligentă (S3) prin comunicare eficientă și organizarea de evenimente și ateliere.

Durata proiectului este de 30 de luni, termenul maxim de implementare a proiectului fiind 30.06.2026.

**Partenerii proiectului sunt:**

- LP1 - Zenica Development Agency ZEDA Ltd - Bosnia and Herzegovina (BA)
- PP2 - DEX Innovation centre - Česko (CZ)
- PP3 - Faculty of Economics & Business, University of Zagreb - Hrvatska (HR)
- PP4 - innomine Digital Innovation Hub Nonprofit Ltd. - Magyarország (HU)
- PP5 - Optimizacija Ltd. - Hrvatska (HR)
- PP6 - University of Montenegro - Crna Gora (ME)
- PP7 - Institution for development of competences, innovation and specialization - Hrvatska (HR)
- PP8 - Municipality of Cluj-Napoca - România (RO)**
- PP9 - European Development Agency - Česko (CZ)
- PP10 - INOSENS Ltd Novi Sad - Serbia (RS)
- PP11- ASPECT-Management and Intercultural Relations - Bulgaria (BG)
- PP12 - Foundation for Innovation, Technology and Transfer of Knowledge - Bosnia and Herzegovina (BA)
- PP13 - Association for responsible urban development and communication - Österreich (AT)
- PP14 - Bulgaria Economic Forum - Bulgaria (BG)
- PP15 - Pannon Business Network Association - Magyarország (HU)

PP16 - University of Pannonia - Magyarország (HU)

PP17 - Scientific Research Centre Bistra Ptuj - Slovenija (SI)

Bugetul total eligibil al proiectului este de **2.419.000,00 euro**, din care Municipiului Cluj-Napoca îi revine suma de **130.250,00 euro**, defalcat pe surse de finanțare după cum urmează:

- contribuția FEDR în procent de **80%** din totalul bugetului alocat municipiului, reprezentând **104.200,00 euro**;
- cofinanțare națională, în procent de **18%**, reprezentând **23.445,00 euro** din bugetul Ministerul Investițiilor și Proiectelor Europene;
- contribuția proprie din bugetul local al municipiului Cluj-Napoca în procent de **2%**, reprezentând **2.605,00 euro**.

Bugetul proiectului alocat municipiului Cluj-Napoca cuprinde cheltuieli cu personalul implicat în activitățile de management de proiect, cheltuieli administrative și operaționale ale proiectului, cheltuieli legate de echipamentele necesare implementării proiectului, cheltuieli de transport, expertiză externă și servicii.

Municipiul Cluj-Napoca este partener de implementare în cadrul proiectului SpinIT și are ca obligație implementarea de activități care vizează potențialul de inovare din oraș, precum și promovarea obiectivelor Strategiei de Transformare Digitală. Prin acest parteneriat, Municipiul Cluj-Napoca are o nouă oportunitate de conectare a ecosistemului local la orașe-partenere din consorțiu, pe subiecte ce țin de agenda de specializare inteligentă a orașului, dar și a regiunii.

Primăria Cluj-Napoca se va implica în toate obiectivele specifice ale proiectului și va avea o participare activă în dezvoltarea livrabilelor din proiect - evidențiind importanța digitalizării pentru eficiența serviciilor publice și reducerea timpilor de așteptare.

În calitate de partener teritorial, primăria va fi implicată în diverse activități: analize, expertize, elaborarea de rapoarte și participarea în programul de formare transnațional. Implementarea presupune și organizarea de evenimente care să pună în aplicare rezultatele analizelor partenerilor științifici, monitorizarea și raportarea proiectului, precum și participarea activă în comunicarea atât internă, cât și externă.

Având în vedere cele expuse anterior, temeiul prevederilor art. 136 din Ordonanța Guvernului nr. 57/2019 privind Codul administrativ, îmi exprim inițiativa de promovare a proiectului de hotărâre privind aprobarea participării Municipiului Cluj-Napoca, în calitate de partener, în proiectul „Îmbunătățirea specializărilor inteligente și încurajarea dezvoltării în domeniul IT în regiunea Dunării”, cod proiect DRP0200277 și acronim *SpinIT* finanțat prin Programul „Regiunea Dunăre” 2021-2027 și a cheltuielilor legate de acesta.

**PRIMAR**

**Emil BOC**

**Emil  
Boc**

Digitally signed  
by Emil Boc

Date: 2024.02.06  
10:19:28 +02'00'



**DIRECȚIA GENERALĂ COMUNICARE, DEZVOLTARE LOCALĂ  
ȘI MANAGEMENT PROIECTE  
SERVICIUL STRATEGIE ȘI DEZVOLTARE LOCALĂ,  
MANAGEMENT DE PROIECT  
DIRECȚIA ECONOMICĂ  
DIRECȚIA JURIDICĂ**

**Nr. 126961 din 05.02.2024**

**RAPORT DE SPECIALITATE**

**privind aprobarea participării Municipiului Cluj-Napoca, în calitate de partener, în proiectul „Îmbunătățirea specializărilor inteligente și încurajarea dezvoltării în domeniul IT în regiunea Dunării”, cod proiect DRP0200277 și acronim *SpinIT*, finanțat prin Programul „Regiunea Dunăre” 2021-2027 și a cheltuielilor legate de acesta**

Având în vedere:

Referatul de aprobare înregistrat sub nr. 126846/05.02.2024 al Primarului Municipiului Cluj-Napoca;

Proiectul de hotărâre privind aprobarea participării Municipiului Cluj-Napoca, în calitate de partener, în proiectul „Îmbunătățirea specializărilor inteligente și încurajarea dezvoltării în domeniul IT în regiunea Dunării”, cod proiect DRP0200277 și acronim *SpinIT*, finanțat prin Programul „Regiunea Dunăre” 2021-2027 și a cheltuielilor legate de acesta.

Direcția Generală Comunicare, Dezvoltare Locală și Management Proiecte, Direcția Economică și Direcția Juridică precizează următoarele:

Programul „Regiunea Dunăre” 2021-2027 finanțează proiecte implementate de un consorțiu transnațional extins și care au ca obiectiv îmbunătățirea politicilor publice și a cooperării instituționale. Programul se bazează pe priorități cu o relevanță deosebită pentru regiunea Dunării, defalcate pe obiective specifice.

Proiectul intitulat „Îmbunătățirea specializărilor inteligente și încurajarea dezvoltării în domeniul IT în regiunea Dunării”, cod proiect DRP0200277 și acronim *SpinIT*, a fost depus spre finanțare în cadrul apelului 1 de proiecte, Axa prioritară 1 - O regiune a Dunării mai competitivă și mai inteligentă, Obiectiv specific 1.2 Dezvoltarea abilităților pentru avansarea strategiilor de specializare inteligentă, transformarea industrială și tranziția către industria 4.0, inclusiv colaborări intersectoriale.

În mod specific, proiectele ce se subscriu acestei priorități vor trebui să testeze înțelegeri și scheme de cooperare inovatoare și multilaterale și să promoveze capacitatea instituțiilor publice de a interacționa la niveluri administrative și sectoriale (societatea civilă și cea privată) pentru a îmbunătăți furnizarea eficientă a serviciilor, precum și să crească încrederea între actorii publici și cetățeni.

**Obiectivul general al proiectului „Îmbunătățirea specializărilor inteligente și încurajarea dezvoltării în domeniul IT în regiunea Dunării”, cod proiect DRP0200277 și acronim *SpinIT*, este de a aborda provocările comune identificate în Regiunea Dunării cu privire la disparitățile teritoriale semnificative în ceea ce privește capacitatea de inovare, cunoștințele și dezvoltarea tehnologică, precum și izolarea ecosistemelor în Europa de Est și de Sud-Est.**

**Obiectivele specifice ale proiectului sunt următoarele:**

1. Conectarea centrelor mai puțin dezvoltate cu cele mai avansate și construirea de legături în interiorul regiunilor participante, asigurând o interconectivitate sporită a Regiunii Dunării;

2. Crearea și implicarea întreprinderilor, mediului academic, factorilor de decizie politici, sectorului public și IMM-urilor pentru a-i conecta cu start-up-urile;

3. Crearea unei rețele și învățarea reciprocă a părților interesate participante (start-up-uri, mediul academic, factorii de decizie politici);

4. Stimularea și conectarea părților interesate locale publice și private (factori de decizie politici, autorități, agenții de inovare).

#### **Rezultatele principale anticipate ale proiectului sunt:**

Impactul proiectului este unul triplu:

1. influențează direct ecosistemul de inovare angrenat în proiect, start-up-urile, IMM-urile și ecosistemele avansate;

2. include, promovează și implică o gamă largă de părți interesate în program;

3. promovează dezvoltarea abilităților aliniate cu Strategiile de Specializare Inteligentă (S3) prin comunicare eficientă și organizarea de evenimente și ateliere.

Municipiul Cluj-Napoca este partener de implementare în cadrul proiectului și are ca obligație implementarea de activități care vizează potențialul de inovare din oraș, precum și promovarea obiectivelor Strategiei de Transformare Digitală. Prin acest parteneriat, Municipiul Cluj-Napoca are o nouă oportunitate de conectare a ecosistemului local la orașe-partenere din consorțiu, pe subiecte ce țin de agenda de specializare inteligentă a orașului, dar și a regiunii.

Totodată, Municipiul Cluj-Napoca se va implica în toate obiectivele specifice ale proiectului și va avea o participare activă în dezvoltarea livrabililor din proiect - evidențiind importanța digitalizării pentru eficiența serviciilor publice și reducerea timpilor de așteptare.

În calitate de partener teritorial, Municipiul Cluj-Napoca se va implica în diverse activități precum: analize, expertize, elaborarea de rapoarte și participarea în programul de formare transnațional. Implementarea presupune și organizarea de evenimente care să pună în aplicare rezultatele analizelor partenerilor științifici, monitorizarea și raportarea proiectului, precum și participarea activă în comunicarea atât internă, cât și externă.

**Durata proiectului este de 30 de luni, termenul maxim de implementare a proiectului fiind 30.06.2026.**

#### **Partenerii proiectului sunt:**

LP1 - Zenica Development Agency ZEDA ltd - Bosnia and Herzegovina (BA)

PP2 - DEX Innovation centre - Česko (CZ)

PP3 - Faculty of Economics & Business, University of Zagreb - Hrvatska (HR)

PP4 - innoMine Digital Innovation Hub Nonprofit Ltd. - Magyarország (HU)

PP5 - Optimizacija Ltd. - Hrvatska (HR)

PP6 - University of Montenegro - Crna Gora (ME)

PP7 - Institution for development of competences, innovation and specialization - Hrvatska (HR)

**PP8 - Municipality of Cluj-Napoca - România (RO)**

PP9 - European Development Agency - Česko (CZ)

PP10 - INOSENS Ltd Novi Sad - Serbia (RS)

PP11- ASPECT-Management and Intercultural Relations - Bulgaria (BG)

PP12 - Foundation for Innovation, Technology and Transfer of Knowledge - Bosnia and Herzegovina (BA)

PP13 - Association for responsible urban development and communication - Österreich (AT)

PP14 - Bulgaria Economic Forum - Bulgaria (BG)



PP15 - Pannon Business Network Association - Magyarország (HU)

PP16 - University of Pannonia - Magyarország (HU)

PP17 - Scientific Research Centre Bistra Ptuj - Slovenija (SI)

Bugetul total eligibil al proiectului este de **2.419.000,00 euro**, din care Municipiului Cluj-Napoca îi revine suma de **130.250,00 euro**, defalcat pe surse de finanțare după cum urmează:

- contribuția FEDR în procent de **80%** din totalul bugetului alocat municipiului, reprezentând **104.200,00 euro**;
- cofinanțare națională, în procent de **18%**, reprezentând **23.445,00 euro** din bugetul Ministerul Investițiilor și Proiectelor Europene;
- contribuția proprie din bugetul local al municipiului Cluj-Napoca în procent de **2%**, reprezentând **2.605,00 euro**.

Bugetul proiectului alocat municipiului Cluj-Napoca cuprinde cheltuieli cu personalul implicat în activitățile de management de proiect, cheltuieli administrative și operaționale ale proiectului, cheltuieli legate de echipamentele necesare implementării proiectului, cheltuieli de transport, expertiză externă și servicii, cheltuieli pentru publicitatea proiectului, organizare de evenimente și ateliere tematice.

Aplicația de proiect validată, acordul de parteneriat semnat de toți partenerii proiectului, ghidul de implementare al programului „Regiunea Dunăre” 2021-2027 și manualul de eligibilitate pentru cheltuieli sunt atașate prezentului raport de specialitate.

Având în vedere cele expuse mai sus, proiectul de hotărâre îndeplinește condițiile de natură tehnică pentru a fi supus dezbaterii și aprobării plenului Consiliului Local.

#### **Temeiul de drept:**

- Regulamentul (UE) 2021/1058 al Parlamentului European și al Consiliului din 24 iunie 2021 privind Fondul european de dezvoltare regională și Fondul de coeziune;
- Regulamentul (UE) 2021/1059 al Parlamentului European și al Consiliului din 24 iunie 2021 privind dispoziții specifice pentru obiectivul Cooperare teritorială europeană (Interreg) sprijinit de Fondul european de dezvoltare regională și de instrumentele de finanțare externă;
- Legea nr. 231/2022 privind gestionarea și utilizarea fondurilor Interreg și a contribuției publice naționale, pentru obiectivul "Cooperare teritorială europeană", în perioada 2021-2027;
- OUG nr. 57/2019 privind Codul Administrativ, cu modificările și completările ulterioare:
  - art. 129 alin. (2) Consiliul local exercită următoarele categorii de atribuții „lit. b) atribuții privind dezvoltarea economico-socială și de mediu a comunei, orașului sau municipiului”;
  - art. 129 alin. (4) În exercitarea atribuțiilor prevăzute la alin. (2) lit. b), consiliul local: „ a) aprobă, la propunerea primarului, bugetul unității administrativ-teritoriale, virările de credite, modul de utilizare a rezervei bugetare și contul de încheiere a exercițiului bugetar”;
- Manualul de implementare al Programului, Manualul de Eligibilitate al Cheltuielilor, Acordul de parteneriat, disponibile pe site-ul web al programului <https://www.interregdanube.eu/>, înregistrat la Primăria Cluj-Napoca cu nr. 126735/1/05.02.2024.

Din pct. de vedere juridic, raportat la dispozițiile/actele menționate anterior, proiectul de hotărâre îndeplinește condițiile legale pentru a fi supus dezbaterii și aprobării plenului Consiliului Local.

Din pct. de vedere economic, raportat la prev. art. 9 alin.1 din Legea nr. 231/2022 privind gestionarea și utilizarea fondurilor Interreg și a contribuției publice naționale, pentru obiectivul "Cooperare teritorială europeană", în perioada 2021-2027 și Legea 273/2006 privind finanțele

publice locale, proiectul de hotărâre îndeplinește condițiile de natură economică pentru a fi supus dezbaterii și aprobării plenului Consiliului local.

Având în vedere prevederile legale expuse în prezentul raport, apreciem că proiectul de hotărâre privind aprobarea participării Municipiului Cluj-Napoca, în calitate de partener, în proiectul „Îmbunătățirea specializărilor inteligente și încurajarea dezvoltării în domeniul IT în regiunea Dunării”, cod proiect DRP0200277 și acronim SpinIT, finanțat prin Programul „Regiunea Dunăre” 2021-2027 și a cheltuielilor legate de acesta, poate fi supus dezbaterii și aprobării plenului Consiliului Local.

Director executiv al Direcției Economice  
Olimpia Moigrădan

Director executiv al Direcției Juridice  
Alina Rus

05.02.2024.

Director adjunct, Direcția Evenimente Publice și Informare Cetățeni  
Călin Forna

Șef serviciu, Serviciul Strategie și dezvoltare locală, management proiecte  
Bogdan Al. Revesz

Inspector de specialitate,  
Liviu Purtător



In this table you can define your co-financing. In order to see amounts, please, define your partner budget first in the section budget.

Co-financing source	Amount	Percentage
Interest Funds	104.200,00	80,00 %
Partner contribution	26.050,00	20,00 %
<b>Partner total eligible budget</b>	<b>130.250,00</b>	<b>100,00 %</b>

### Origin of partner contribution

Name of the contributor institution	Type of contribution	Amount	% of total partner budget
MCN	Public	2.605,00	2,00 %
<small>Name of the contributor institution</small>			
Ministry of European Investments and Projects	State	23.445,00	18,00 %
<b>Sub-total public contribution</b>			
		<b>2.605,00</b>	<b>2,00 %</b>
<b>Sub-total state contribution</b>			
		<b>23.445,00</b>	<b>18,00 %</b>
<b>Sub-total private contribution</b>			
		<b>0,00</b>	<b>0,00 %</b>
<b>Total</b>			
		<b>26.050,00</b>	<b>20,00 %</b>



LP1	ZEDA	Bosnia and Herzegovina (BA)	18.500,00	41.947,00	62.868,76	62.502,22	32.255,00	19.877,02	0,00	237.950,00
PP2	DEX IC	Češko (CZ)	0,00	40.160,00	44.010,00	45.310,00	25.935,00	46.860,00	0,00	202.275,00
PP3	FEB-EFZG	Hrvatska (HR)	0,00	48.650,00	30.893,73	31.893,76	31.893,73	31.893,77	0,00	175.224,99
PP4	INM DIH	Magyarország (HU)	0,00	31.913,00	37.091,22	42.432,76	34.555,00	18.733,02	0,00	164.725,00
PP5	OPTIM	Hrvatska (HR)	0,00	34.751,00	35.969,67	41.373,31	21.315,00	12.441,02	0,00	145.850,00
PP6	UoM	Crna Gora (ME)	0,00	41.285,00	23.916,25	24.916,25	24.916,25	24.916,26	0,00	139.950,01
PP7	INOVAČIJA	Hrvatska (HR)	0,00	25.386,00	33.502,43	38.595,55	19.890,00	11.726,02	0,00	129.100,00
PP8	MCN	România (RO)	0,00	19.745,00	37.873,88	41.911,10	21.425,00	9.295,02	0,00	130.250,00
PP9	EUIDA	Češko (CZ)	0,00	26.297,00	36.796,55	42.324,43	21.805,00	12.727,02	0,00	139.950,00
PP10	INOSENS	Serbia (RS)	0,00	21.929,00	30.181,43	34.715,55	17.885,00	10.439,02	0,00	115.150,00
PP11	ASPECT	Bulgaria (BG)	0,00	19.550,00	50.100,00	11.700,00	36.750,00	23.400,00	0,00	141.500,00
PP12	FITT	Bosnia and Herzegovina (BA)	0,00	21.383,00	29.354,55	33.764,43	17.395,00	10.153,02	0,00	112.050,00
PP13	VERA	Osterreich (AT)	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
PP14	BEF	Bulgaria (BG)	0,00	19.745,00	34.933,86	38.971,10	28.955,00	9.295,02	0,00	131.900,00
PP15	PBN	Magyarország (HU)	0,00	13.960,00	23.920,00	51.213,33	17.940,00	37.566,67	0,00	144.600,00
PP16	UP	Magyarország (HU)	0,00	42.885,00	20.215,00	51.025,00	20.215,00	40.885,00	0,00	175.225,00
PP17	ZRS Bistva Ptuj	Slovenija (SI)	0,00	23.478,00	35.556,22	40.897,76	21.070,00	12.298,02	0,00	133.300,00
Total			18.500,00	473.064,00	567.183,57	633.546,55	394.199,98	332.505,90	0,00	2.419.000,00
% of Total budget			0,76 %	19,56 %	23,45 %	26,19 %	16,30 %	13,74 %	0,00 %	100,00 %





126735/05.02.24

# **Partnership Agreement**

**Project Code: DRP0200277**

**Acronym: SpinIT**

*Disclaimer:*

*This document is a template providing minimal requirements for the Partnership Agreement. It cannot be modified with exception of the Article 5, which can be adapted by the partnership, and the relevant fields as referred "to be defined by the partnership" highlighted in grey. Further detailed provisions can be added by the partnership, if not contrasting with the programme rules and the Subsidy Contract.*





## Partnership Agreement

Having regard to:

Article 26 (1) a of Regulation (EU) 2021/1059;

the following agreement is hereby made between the

**Lead Partner 1 [Zenica Development Agency ZEDA ltd, Zmaja od Bosne, Poslovna zona Zenica 1, 72000 Zenica, Bosnia and Herzegovina (BA)]**

**and**

**Project Partner 2 [DEX Innovation centre z.s., Rumjancevova 696/3, 46001 Liberec, Česko (CZ)]**

**Project Partner 3 [Faculty of Economics & Business, University of Zagreb, Trg J. F. Kennedy 6, 10000 Zagreb, Hrvatska (HR)]**

**Project Partner 4 [innomine Digital Innovation Hub Nonprofit Ltd., Kodály Z. u. 15/b, 7624 Pécs, Magyarország (HU)]**

**Project Partner 5 [Optimizacija Ltd., Roberta Frangeša Mihanovića 9, 10110 Zagreb, Hrvatska (HR)]**

**Project Partner 6 [University of Montenegro, Cetinjska 2, 81000 Podgorica, Crna Gora (ME)]**

**Project Partner 7 [Institution for development of competences, innovation and specialization, Put Murvice 3A, 23000 Zadar, Hrvatska (HR)]**

**Project Partner 8 [Municipality of Cluj-Napoca, Motilor 3, 400001 Cluj-Napoca, România (RO)]**

**Project Partner 9 [European Development Agency, Na Čihadle 55, 16000 Prague, Česko (CZ)]**

**Project Partner 10 [INOSENS doo Novi Sad, Sonje Marinković 18, 21000 Novi Sad, Serbia (RS)]**



**Project Partner 11 [ASPECT - Management and Intercultural Relations, Studentz 5, 4004 Plovdiv, Bulgaria (BG)]**

**Project Partner 12 [Foundation for Innovation, Technology and Transfer of Knowledge, Bosne Srebrene bb, 75000 Tuzla, Bosnia and Herzegovina (BA)]**

**Project Partner 13 [Association for responsible urban development and communication, Schlosstrasse 23, 8522 Groß Sankt Florian, Österreich (AT)]**

**Project Partner 14 [Bulgaria Economic Forum, Vitosha Blvd 86, 1463 Sofia, Bulgaria (BG)]**

**Project Partner 15 [Pannon Business Network Association, Gesztenyefa utca 4, 9027 Győr, Magyarország (HU)]**

**Project Partner 16 [University of Pannonia, Egyetem u. 10, 8200 Veszprém, Magyarország (HU)]**

**Project Partner 17 [Scientific Research Centre Bistra Ptuj, Slovenski trg 6, 2250 Ptuj, Slovenija (SI)]**

hereinafter jointly referred to as Project Participants,

for the implementation of the DRP0200277, SpinIT, Boosting smart specialization and encouraging Spin-offs in IT across Danube Region, approved by the Monitoring Committee of the Danube Region Programme,

on the basis of the legal provisions and documents as listed in Article 1.

#### **Article 1: Legal framework**

- The Danube Region Programme (hereinafter referred to as Programme), approved by the EC on 29 November (Decision No. C(2022) 8878)
- Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 together with related Delegated and Implementing Acts
- The European Structural and Investment Funds Regulations, Delegated and Implementing Acts for the 2021-2027 period, especially:





- Regulation (EU) No. 2021/1060 of the European Parliament and of the Council of 24 June 2021, laying down common provisions on the European Regional Development Fund, the European Social Fund Plus, the Cohesion Fund, the Just Transition Fund, and the European Maritime, Fisheries and Aquaculture Fund and financial rules for those and for the Asylum, Migration and Integration Fund, the Internal Security Fund and the Instrument for Financial Support for Border Management and Visa Policy, and repealing Council Regulation (EC) No 1303/2013, and any amendment;
- Regulation (EU) No. 2021/1058 of the European Parliament and of the Council of 24 June 2021 on the European Regional Development Fund and on the Cohesion Fund, and repealing Regulation (EC) No 1301/2013, and any amendment;
- Regulation (EU) No. 2021/1059 of the European Parliament and of the Council of 24 June 2021 on specific provisions for the European territorial goal (Interreg) supported by the European Regional Development Fund and external financing instruments, and repealing Regulation (EC) No 1299/2013, and any amendment;
- Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing directive 95/46/EC (General Data Protection Regulation, hereinafter referred to as GDPR);
- All other applicable EU legislation and underlying principles applicable to the Lead Partner (hereinafter referred to as LP) and its Project Partners (hereinafter referred to as PPs) including the legislation laying down provisions on public procurement, on competition, on state aid, on protection of the environment and on equal treatment between men and women;
- Financing Agreements (XXX), including date (XXX)
- National rules applicable to the LP and its PPs and their activities;
- Project data, comprising but not limited to latest project documentation such as the application form (hereinafter referred to as AF) and all project information available in the Programme electronic monitoring system;
- Subsidy contract, concluded between the LP of the project and the Managing Authority and Joint Secretariat (hereinafter referred to as MA/JS);





- All manuals, guidelines and any other documents relevant for project implementation (e.g. Programme manual and Call announcements) in their latest version as published on the Programme website.

Should the above-mentioned legal norms and documents, and any other documents or data of relevance for the contractual relationship be amended, the latest version shall apply.

### Article 2: Definitions

1. **Lead Partner:** the project partner who takes the overall responsibility for the submission and the implementation of the entire project according to Article 23 (5) and in accordance with Article 26 of the Regulation (EU) 2021/1059.
2. **Project Partner:** any institution financially participating in the project and contributing to its implementation including the LP, as referred to in Article 23 (1)-(4) of Regulation (EU) 2021/1059 and identified in the approved AF. PP corresponds to the term "beneficiary" used in the European Structural and Investment Funds Regulations.
3. **Associated Strategic Partner:** (hereinafter referred to as ASP) any institution/body involved as observer in the project without financially contributing to it, as identified in the approved project AF and indicated in the Applicants Manual.
4. **Project:** Series of activities and tasks covered by this Partnership Agreement and described in the AF.
5. **Project data:** data comprising but not limited to latest project documentation such as AF and all project information available in the Programme electronic monitoring system.
6. **Project Part:** a set of activities undertaken by a single PP and presented by a PP's budget in the AF.
7. **Project Participants:** the LP and PPs, excluding ASPs.

### Article 3: Subject of the Partnership Agreement

1. This Partnership Agreement lays down arrangements regulating the relations between the LP and all PPs in order to ensure a sound implementation of the transnational project DRP0200277, SpinIT as in the latest version of the approved AF, 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 MAJS and the LP.

2. The LP and all PPs commit themselves to jointly implementing the project in accordance with the latest version of the approved AF 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 AF.
3. The LP and all PPs declare to have carefully read and accepted the legal framework and other relevant norms affecting the project. In case the changes to the Subsidy Contract affect the Partnership Agreement, this document shall be adjusted accordingly.
4. The approved AF and the Subsidy Contract become an integral part of this Partnership Agreement after the approval of the project by the Monitoring Committee (hereinafter referred to as MC).  
The Project Participants shall fully respect the content and obligations set by the above mentioned documents and take full responsibility of keeping all regulations relevant to the implementation of the project.

#### **Article 4: Partnership**

1. 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 MAJS and the LP as well as in this agreement.
2. Activities of the Project Participants as well as the role of each PP in the project are described in the AF.

#### **Article 5: Operation and organisation of the Project Steering Committee**

1. The Project Participants must set up a Project Steering Committee (hereinafter referred to as SCOM) in order to establish a clear decision making structure, where the following rules shall apply:

##### **a) Composition of the Steering Committee**

The SCOM is chaired by the LP and composed by one representative from each Project Participant (hereinafter referred to as "SCOM Members").





The SCOM Members representing the Project Participants shall be appointed in written form by the concerned partners, after a written request from the LP. Alternatively, the SCOM Members will be appointed by each Project Participant representative during the kick-off meeting, under a specific point of the agenda. In this case, the appointment has to be done in writing and shall be part of the minutes prepared in line with point e).

The SCOM Members have the right to be substituted in two ways:

- a) by appointment of deputies; or
- b) by sending substitutes to the meeting, informing the Chairperson of the SCOM not later than one working day before the meeting

Representatives of ASPs may participate in the SCOM in an advisory capacity.

#### **b) Tasks**

The SCOM shall oversee the effectiveness and quality of the implementation of the SpinIT project, in accordance with the following provisions:

- it shall periodically review progress made towards achieving the specific targets of the project;
- it shall examine the results of implementation, particularly the achievement of the targets value (outputs/results) stated in the AF on the basis of Partner Reports and other documents produced by the partners, either on a regular or on ad-hoc basis;
- it may propose any revision or examination of the project to make possible the achievement of the project objectives or to improve its management, including its financial management (e.g. redistribution of activities and budget across the partnership);
- it approves major changes requested for the implementation of the project activities (e.g. expulsion/substitution/sanctions of a PP for underperformance, modification of activities and outputs, etc.);
- it shall consider any relevant problem incurred during the implementation of the project and take decisions on how to solve these problems;



In case of dispute between PPs, good faith from all Project Participants will be presumed. Should a dispute arise between the partners, the affected Project Participants will endeavour to find a solution in an amicable way. In cases where the disputes cannot be solved by the partners, or by the intervention of the LP, then they shall be referred to the SCOM in order to reach a settlement.

### **c) Chairpersonship and meetings**

The SCOM will be chaired by a representative of the LP or person entitled by the LP (the SCOM Chairperson). LP convenes the SCOM at least once every 6 months generally in coincidence with the project meeting date.

The LP convenes the SCOM at least 7 working days before the date proposed for the meeting by e-mail, together with the proposed agenda (drawn up by the LP) and all information about the issues to be discussed. If any urgent issues arise to be addressed urgently, the SCOM may be convened by the LP even with a shorter notice.

The SCOM Chairperson shall be responsible for the proper functioning of the SCOM and shall perform SCOM Chairperson's duties (e.g. declares the opening and closing of each meeting, directs the discussion, rules on points of order, accords the right to speak, announces the decisions and summarises them at the end of the meeting, etc.).

Participation in the SCOM meetings is mandatory for all Project Participants and any absence from meetings needs to be duly justified in advance to the LP (who then is in charge of communicating it to all the SCOM Members at the beginning of the meeting).

### **d) Decision making**

The SCOM is legally convened when the majority (50%+1 member of the appointed members in line with point a.) of SCOM Members is present (9).

The general rule is that the decision making in the SCOM is by consensus among the SCOM Members present at the meeting (according to the principle "one partner, one vote").

If consensus cannot be reached, the SCOM will decide according to the majority rule. Majority means the highest number of votes. Votes cannot be delegated to other partners.

The LP, by its own initiative and/or under a well justified request of one or more of the SCOM Members, can initiate a written decision-making process via e-mail.





In this case the LP shall send the draft decision to the SCOM Members entitled to vote and shall fix a deadline, giving the addressees at least 5 (or at least 3, in case of exceptional urgent cases) working days for the reply.

If an objection to the procedure or to the draft decision is raised, the matter shall be placed on the agenda of the next meeting of the SCOM.

If no objection to the procedure or to the draft decision has been received by the specified deadline, the decision is deemed to be taken by the SCOM.

#### **e) Minutes**

The LP shall send the minutes of the SCOM meeting reporting the decisions taken to the other members of the SCOM for comments not later than 10 working days after the date of the meeting.

If no written objections are raised from SCOM representatives within 10 working days after the minutes are received, the minutes are considered as approved.

If written objections are raised, the LP shall revise the minutes accordingly, decide on the final version and send it to the members of the SCOM.

In this last case, the final version is approved by the members of the SCOM in the following meeting of the SCOM according to the above mentioned rules (see point d).

#### **f) Communication**

Communication among the members of the SCOM shall be done by email. Any document to be sent to the members of the SCOM shall be transmitted by email.

All members of the SCOM shall communicate to the LP their email addresses and its eventual changes promptly.

#### **g) Working language**

Working language of the SCOM shall be English. This rule also applies to the official documents of the SCOM.

### **Article 6: Specific obligations and responsibilities of the Lead Partner**

1. The LP shall assume the sole responsibility towards the MAJS for the implementation, management and coordination of the entire project in accordance with the AF approved by the MC, and fulfil all obligations arising from the Subsidy Contract.



2. In addition, the LP of the project:

- a) is entitled to represent the PPs in the project, for instance the contact point representing the partnership for any communication with the MA/JS or any other Programme body;
- b) informs all PPs on the signature of the Subsidy Contract and provides the copy of the Subsidy Contract to all PPs;
- c) ensures timely commencement and implementation of the activities within the lifetime of the project, in compliance with all obligations to the MA/JS. The LP must notify the MA/JS of any factors that may adversely affect implementation of the project activities and/or financial plan;
- d) addresses requests for project modifications, according to the Implementation Manual;
- e) provides the partners with copies of all relevant project documents, and reports on the implementation of the project.
- f) keeps the PPs informed on a regular basis about all relevant communication between the LP and MA/JS;
- g) informs the PPs about all essential issues connected to the project implementation without any delay;
- h) monitors the delivery of the agreed work plan setting out tasks to be undertaken as part of the project, the role of the PPs in their implementation, and the project budget.
- i) is responsible for the verification that the expenditure declared by the PPs has been incurred only for the purpose of implementing the project and corresponds to the activities agreed between the PPs as specified in the project data;
- j) ensures that the expenditure presented by the PPs has been verified by a controller according to the rules set at Programme and national level;
- k) prepares and submits the Applications for Reimbursement together with the Project Progress Reports (hereinafter referred to as PPRs), including supporting documents according to the Implementation Manual to the MA/JS by the deadlines given in the Subsidy Contract;





- l) transfers the Interreg Funds to the PPs participating in the project according to each Application for Reimbursement approved by the MA/JS, within 10 working days; No deduction, retention or any other specific charges can be made by the LP concerning the approved amount when transferring the contribution and no legal dispute between the LP and the PP concerned could be subject to any compensation from the approved amount;
- m) constantly monitors the spending of the project budget for each PP, and ensure that budget shifts are carried out within the limits and according to the rules as set out by the Implementation Manual;
- n) bears in case of irregularities the overall responsibility towards the MA/JS for the repayment of the amounts unduly paid;
- o) agrees with the PPs before applying for budget reallocation between cost categories and/or project specific objectives not affecting amendment of the Subsidy Contract;
- p) agrees with the PPs of the project before submission of any request for amendment of the Subsidy Contract to the MA/JS.

#### **Article 7: Obligations of the Project Partners**

1. The PPs shall respect all the rules and obligations set forth in the Subsidy Contract.
2. The PPs are responsible for:
  - a) carrying out their own project part indicated in the project data and in the Programme documents;
  - b) complying with any deadlines set by the Programme, the LP or agreed within the partnership;
  - c) notifying the LP of any factors that may adversely affect implementation of the project in accordance with the project data;
3. The PPs must:
  - a) 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/JS and the LP, as well as in this agreement.



- b) comply with EU regulations and Programme level regulatory documents – as referred in Article 1 of the Subsidy Contract – and the relevant national legislation. Furthermore, each PP shall ensure that all necessary approvals (e.g. building permissions, environmental impact assessment statements) have been obtained.
- c) ensure that in case of funds granted under State aid, all necessary requirements provided for in the applicable EU, national and Programme rules, as recalled in Article 1 of the Subsidy Contract, are respected by the PPs concerned.
- d) respect the time schedule of the project, including the completion of the activities foreseen for each reporting period as agreed among the PPs and the financial performance in relation to the project implementation, and shall contribute to the achievement of outputs and results of the project.
- e) strictly follow the EU eligibility rules as well as further eligibility rules set up by the Programme in the Implementation Manual and, if applicable, national rules.
- f) submit expenditures incurred and paid (with the exemption of simplified cost options) in the given reporting period for verification to the designated controllers, according to the rules set at Programme and national level. Verified expenditures must be submitted through the Programme electronic monitoring system to the LP immediately after verification.
- g) be responsible for the sound financial management of the funds allocated to their project part, including the repayment of the contributions from the Interreg Funds unduly paid to the LP, and, where applicable, the repayment of the state co-financing to the relevant national body.
- h) 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/JS to reduce payment or to demand repayment of the Interreg Funds in whole or in part.
- i) ensure that the expenses incurred are strictly related to the project activities, in line with the project data.
- j) set up a physical and/or electronic archive where data, records and documents composing the audit trail are stored, in compliance with the requirements described in the Implementation Manual.





- k) maintain either a separate accounting system or an adequate accounting code for all transactions relating to the project, ensuring that expenditure as well as the received Programme and (if relevant) national co-financing related to the project, are clearly identified.
  - l) provide on the partner's official website or social media sites, where such sites exist, a short description of the Interreg operation, proportionate to the level of support provided by an Interreg fund, including its aims and results, and highlighting the financial support from the Interreg fund;
4. The PPs shall support the LP to fulfil its tasks according to the Subsidy Contract. In particular, each PP shall:
- a) provide the LP without any delay with any information needed to draw up the PPRs, to react on any request by the MA/JS, or provide with any further information needed by the LP;
  - b) inform the LP immediately about any circumstance that could lead to a temporary or final discontinuation of the project;
  - c) inform the LP before the submission of the first Application for Reimbursement on the details of the bank account where the contribution from the Interreg Funds of the given PP shall be transferred.
5. In accordance with the provisions of the Regulation (EU) 2016/679 (GDPR) in its valid version, the MA/JS is entitled to process personal data of the LP and all PPs, which are contained in the approved AF and which are acquired by the authorised representatives of the following bodies and authorities: national control bodies and bodies and authorities involved in audits carried out for the Programme, EC, auditing bodies of the European Union, the Audit Authority, or any other institution responsible for conducting audits or controls according to EU's or national laws. In addition, the MA/JS is entitled to process such data and to share them with other Programmes in order to implement their tasks linked to European anti-corruption policy and to make such data available to bodies and authorities for evaluation and monitoring purposes.
6. Furthermore, the Programme bodies may use the names and addresses of all PPs, the purpose and the amount of the subsidy in the framework of information and communication measures concerning the Programme as well as reporting to the EC.



7. If a PP fails to inform the LP of any deviation from the project data or for deviations that result in an overspending of the approved budget of the partner concerned, the LP is entitled not to include the costs of this partner in the PPR. Similarly, if a PP fails to provide the necessary input for the preparation of the PPRs within the deadline agreed with the LP, the LP may refuse to report the costs of this PP to the Programme, in agreement with the MAJS.

#### **Article 8: Reporting obligations of the PPs**

1. Each Project Partner shall submit the Partner Report for validation of the expenditure to the responsible controller, selected or appointed according to national rules, online through the Programme electronic monitoring system. The deadline for submitting the Partner Report set by the responsible national controller shall be respected by the PP, in order to fulfil the reporting deadlines set in the Subsidy Contract.
2. The LP can only submit an Application for Reimbursement to the MAJS by providing proof of progress of the project. Therefore, in order to provide adequate information on the progress of the project, each PP has to submit a Partner Report to their controller (or in case no costs reported then to the LP) online through the Programme electronic monitoring system consisting of an activity report describing the activities carried out and their outputs and results during the reporting period and of a financial report presenting the financial progress and the expenditures spent by the PP on the project implementation in accordance with the approved Application Form.
3. The PPs have to respect the reporting deadlines of the Subsidy Contract, and ensure as much as possible that their Partner Report and Control Certificate is available for the LP in due time, until [To be defined by the partnership]. Partner Reports not submitted through the Programme electronic monitoring system on time and Control Certificates not being available within the set deadline cannot be included in the PPR of the LP of the respective reporting period to be submitted to the MAJS. Control certificates of a PP not issued in the given reporting period shall be included in the earliest possible next PPR following the reporting period concerned.
4. All expenditure shall be reported in Euro; therefore, the Partner Reports should be drawn up in Euro.
5. Expenditure incurred by PPs in a currency other than the Euro shall be converted into Euro by using the monthly accounting exchange rate of the European





Commission<sup>1</sup> in the month during which expenditure was submitted for verification to the controller. This method shall be applicable to all PPs coming from the countries which have not adopted the euro as their currency. The exchange rate risk is borne by the PP concerned.

### **Article 9: Verification of expenditure**

1. Each joint PPR submitted by the LP to the MA/JS must be accompanied by control certificates confirming the eligibility of expenditure at PP level, including LP, issued by national controllers as referred to in Article 46(3) of the Interreg Regulation, according to the system set up by each Partner State and in compliance with the requirements set by the legal framework listed in Article 1 of the Subsidy Contract. The PPs 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 Partner State, if any, and/or the requirements set in the respective EU Regulations and in the Implementation Manual.
3. PPs from countries having a decentralised control system shall ensure that controllers have been selected in accordance with the system set up by each Partner State and they meet the requirements of qualification and independence presented in the Danube Control Guidelines, if the national rules require that the PPs are selecting the individual controller. Furthermore, these PPs acknowledge that the MA/JS 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.

### **Article 10: 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/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.

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<sup>1</sup> [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/infoeuro/infoeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/infoeuro_en.cfm)



2. For audit purposes each PP shall:
  - a) retain all files, documents and data about the project for a two-year period from 31st December following the submission of the accounts (by the Certifying Authority to the EC) in which the final expenditure of the completed project is included. The MA/JS will inform each LP individually about the beginning of the mentioned two-year period. The files, documents and data should be kept either in original and/or electronically;
  - b) enable the responsible auditing bodies of the EU and of the Partner State concerned, as well as the Audit Authority, MA/JS and the Certifying Authority to audit the proper use of funds;
  - c) give these authorities any information they request about the project;
  - d) give them access to the accounting books and accounting documents and other documentation related to the project, as requested by the auditing bodies;
  - e) give them access to business premises during the ordinary business hours and also beyond these hours by arrangement and allow them to carry out checks related to the project;
  - f) provide the LP with any information needed related to such an audit without any delay.
3. Other possible longer statutory retention period – as might be stated by national law – remain unaffected.
4. Each PP shall promptly inform the LP about any audits that have been carried out by the bodies mentioned in § 8 (1) of this agreement.

#### **Article 11: Information and Publicity, use of outputs and results**

1. Any publicity measure undertaken by any of the PPs shall be conducted according to the Regulation (EU) No. 2021/1060, Regulation (EU) 2016/679 (GDPR), and the information and publicity guidelines included in the Implementation Manual, the Visual identity Manual for Projects and the Communication toolkit of the Programme.
2. Information and publicity measures will be coordinated among the PPs. Each PP is equally responsible to promote the fact that financing is provided from the Interreg





funds within the framework of the Programme and to ensure the adequate promotion of the project.

3. The LP and PPs ensure that any outcome and result produced during project implementation can be used by all interested Project Participants and organisations and are in the public interest and publicly available. Moreover, the PPs will support the LP and play an active role in any actions organised by the Programme to disseminate and capitalise on project results.
4. The MAJS, as well as the National Authorities of the Partner States of the Programme – including National Contact Points – reserve the right to use the outputs and results of the project for information and communication actions in respect of the Programme.

#### **Article 12: Changes in the project and decommitment**

1. The exhaustive list of the substantial changes in the project is regulated in the Subsidy Contract. These changes will lead to the modification of the Subsidy Contract to be requested by the LP. Based on the provisions of the Subsidy Contract further detailed rules describing each case of Subsidy Contract modification, as well as other project changes not requiring amendment of the Subsidy Contract are set in the Implementation Manual.
2. In case of changes in the partnership, the MAJS is entitled to withdraw from the Subsidy Contract if the number of PPs falls below the minimum number of participants required by the Programme.
3. The LP can, if necessary, submit requests for modifications of the project data to the MAJS or other relevant Programme body. Any modifications requested, including budget, partnership and operational changes, must be agreed and authorised by the PPs of the project beforehand, according to pre-agreed rules of procedure or other decision-making mechanism established in the partnership. The conditions and deadlines for requesting and/or implementing modifications in the project are established in the Implementation Manual.
4. The LP and each PP agree not to withdraw from the project unless there are unavoidable reasons for doing so. In case a Project Participant withdraws from the project or is debarred by the other Project Participants for not fulfilling the obligations set in this agreement, the remaining PPs will undertake to find a rapid and efficient solution to ensure the further proper project implementation without any delay. Consequently, the PPs will endeavour to cover the contribution of the



withdrawn or debarred Project Participant, either by assuming its tasks by one or more of the present Project Participants or by asking one or more new participants to join the project partnership, pursuant to the respective Programme provisions.

5. The provisions set for audits in Article 10 remain applicable to the PP that backed out or was debarred from the project and this PP bears the overall financial responsibility for the activities completed including the responsibility for repayment of the amount unduly paid in line with Article 13.
6. In case MA/JS reduces the project budget and the corresponding contribution from the Interreg Funds – on the basis of the decision of the MC – the PPs shall bear the financial consequences together and agree on the distribution per partners of the amount decommitted from the project budget.
7. The LP and PPs must strictly follow the provisions of the Implementation Manual when requesting and/or implementing modifications in the project.

#### **Article 13: Irregularities, withdrawal and repayment of the Interreg funds**

1. If the MA/JS – based on the provisions of the Subsidy Contract – requests the repayment of the contribution from the Interreg Funds in full or in part from the LP due to irregularity or withdrawal from the Subsidy Contract, the LP shall call upon the PP(s) concerned in writing to repay the Interreg Funds unduly paid according to the request of the MA/JS.
2. The PP affected has to repay the requested Interreg Funds to the LP. In case the PP received state contribution to the project part, the corresponding state contribution shall be repaid to the responsible national body.
3. The PP has to respect the deadline given by the MA/JS to the LP for the repayment of Interreg Funds. The PP has to transfer the requested Interreg Funds to the LP 15 days before the deadline set by MA/JS for the LP.
4. In case of delay in the repayment to the MA/JS, the interest on late payment imposed by the MA/JS has to be repaid to the LP by the PP concerned.
5. If the LP does not succeed in securing repayment from PP or if the MA/JS does not succeed in securing repayment from the LP, the Partner State on whose territory the PP concerned is located shall reimburse any amounts unduly paid to that PP based on Article 52(3) of Regulation (EU) No 2021/1059 according to the request of the MA/JS.





After the reimbursement made by the Partner State concerned, it holds the right to secure repayment from the PP located on its territory, if necessary through legal action.

#### **Article 14: Intellectual property rights, confidentiality and conflict of interest**

1. The LP and PPs must undertake to enforce all applicable national and EU law, including but not limited to laws on intellectual property rights, especially copyright, regarding any output produced as a result of project implementation.
2. The LP or PP shall ensure that it has all rights to use any pre-existing intellectual property rights, if necessary for the implementation of the project.
3. The result of the joint activities covered by the agreement concerning reports, documents, studies, electronic data and other outputs, are the joint property of the partnership, unless specifically agreed otherwise.
4. Ownership, title and industrial and intellectual property rights of the deliverables and outputs of the project and the reports and other documents relating to it shall be vested to the PPs to the extent allowed by the national regulation of the PP concerned.
5. The LP and PPs are obliged to take all necessary measures in order to avoid conflicts of interest, and to keep each other informed without delay on any circumstances that have generated or may generate such conflict.
6. The LP and PPs are obliged to inform the relevant Programme bodies if there is any sensitive or confidential information related to the project that shall not be published or made publicly available. This clause does not affect the LP and PPs obligation to make all results and outputs of the project available to the public.

#### **Article 15: Cooperation with third parties, assignment, legal succession**

1. In case of cooperation with third parties including but not limited to sub-contractors and in-house bodies with regard to the project, the relevant PP shall remain the sole responsible toward the LP concerning compliance with its obligations as set out in the Implementation Manual and in this agreement. PPs must inform each other about the scope of such contracts and the names of the contracted parties.
2. In the course of outsourcing, all PPs are obliged to follow national public procurement rules and other regulations set up at Programme level, and in case of PPs from non-EU Partner States the rules set out in the Financing Agreement for



procurement procedures and shall take full responsibility for the proper application of these rules.

3. Should a PP not comply with its obligations, this PP shall be the sole responsible for damages and costs resulting from this non-compliance.
4. The Project Participants shall not have the right to assign their rights and obligations to third parties under this agreement without the prior consent of the LP and/or other PPs and of the MA/JS and the MC.
5. In case of legal succession, for instance when the Project Participant changes its legal form, the affected Project Participant is obliged to transfer all duties under this agreement to the legal successor. The PP shall notify the LP in written form within 7 days. The legal successor takes all responsibilities of the activity fulfilled by the legal predecessor and be financially responsible for any amount unduly paid to the legal predecessor.

#### **Article 16: Language**

The working language of the partnership shall be English. Any official internal document of the operation and all communication to the MA/JS shall be made available in English, being the official language of the Programme.

#### **Article 17: Duration and right of termination**

1. The present Partnership Agreement comes into force once it has been signed by the LP and each PP individually or by all PPs, and under the condition that the project is approved for co-financing by the Programme. It remains in force until the LP and PPs have completed in full their obligations as defined in article 6 and 7 of this agreement towards the MA/JS and any relevant European body. It shall remain in force until the LP has discharged in full its obligations arising from the Subsidy Contract towards the MA/JS.
2. All relevant provisions of this agreement necessary for the fulfilment of the archiving and audit obligations shall remain in force until the period as referred to in Article 9(2) a).
3. If there is a non-resolved dispute between any of the PPs arising from the implementation of the project the Partnership Agreement shall remain in force until the case is settled by the competent body.





4. This agreement can be terminated by the consensual decision of the SCOM which also makes arrangement regarding the consequences of a premature termination.

#### **Article 18: Applicable law and dispute settlement and**

1. This agreement is governed by the Bosnia and Herzegovina law, being the law of the country of the LP.
2. This Partnership Agreement is concluded in English. In case of a translation of this agreement and its annexes into another language than English, the English version shall prevail.
3. Disputes arising between PPs or between the LP and PPs concerning their contractual relationship and, more specifically, the interpretation, performance and termination of this agreement should be resolved amicably. Should this not be possible, the law of the country of the LP shall apply.

#### **Article 19: Concluding provisions**

1. Any amendments to this agreement shall be in written form signed by all Project Participants.
2. Amendments and supplements to the present agreement and any waiver of the requirement of the written form must be in done in writing. The LP shall notify the MA/JS of any amendment or supplement of the present agreement.
3. If any provision in this agreement is held to be wholly or partly ineffective, the remaining provisions remain binding for the Project Participants. In this case the Project Participants undertake to replace the ineffective provision by an effective one which comes as close as possible to the purpose of the ineffective one.
4. The Project Participants commit themselves to take measures to ensure that all staff members carrying out the work respect the confidential nature of information regarded as such, and do not disseminate it, pass it on to third parties or use it without prior written consent of the LP and the PP that provided the information.
5. The Project Participants will make an effort to settle any disputes arising from this agreement out of the court. In case an agreement cannot be made in due time, the Project Participants herewith agree that Municipality Court in Zenica, Bosnia and Herzegovina shall be the venue for all legal disputes arising from this contract.



6. 18 original copies will be made of this agreement; of which each party keeps one original and one original is attached to the AF for the MA/JS.





## Signatures

**Place, Date:** Liberec, 31.5.2023

**Name of PP2:**

DEX Innovation centre z.s.

**Name of legal representative:**

Jan Kubalik

**Signature:**

DEX Innovation Centre, z.s.  
Rumjancevova 696/3  
460 01 Liberec  
Czech Republic  
IČO: 01112589

**Stamp**

**Place, Date:**

**Name of Lead Partner:**

Zenica Development Agency ZEDA Ltd

**Name of legal representative:**

Mr. Senad Pašalić

**Signature:**



**Stamp**



**Place, Date:**

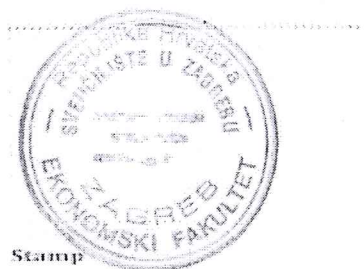
**Name of PP3:**

Faculty of Economics & Business,  
University of Zagreb

**Name of legal representative:**

Sanja Sever Mališ

**Signature:** *p.o. K. Dumančić*



Stamp

Sveučilište u Zagrebu - Ekonomski fakultet		
Primljeno (datum):	15.06.2023.	
Klasifikacijska oznaka:	Ustrojstvena jedinica:	
900-01/22-01/067	01-01	
Uredžbeni broj:	Prilozi:	Vrijednost
251-56-01-01-23-336		

**Place, Date:**

**Name of Lead Partner:**

Zenica Development Agency ZEDA Ltd

**Name of legal representative:**

Mr. Senad Pašalić

**Signature:** *SP*



Stamp





**Place, Date:**

**Name of PP4:**

innomine Digital Innovation Hub Nonprofit Ltd.

**Name of legal representative:**

PhD, Gábor Vízse

**Signature:**

**innomine DIH Nonprofit Kft.**  
7624 Pécs, Kodály Z. u. 15/B. 2/7.  
10700732-69605866-51100005  
Adószám: 25541449-2-02

Stamps

**Place, Date:**

**Name of Lead Partner:**

Zenica Development Agency ZEDA Ltd

**Name of legal representative:**

Mr. Senad Pašalić

**Signature:**



Stamps



**Place, Date:** Zagreb, May 31, 2023

**Name of PP5:**

Optimization Ltd.

**Name of legal representative:**

Mr. Dalibor Marijanović

**Signature:**



**Place, Date:**

**Name of Lead Partner:**

Zenica Development Agency ZEDA

**Name of legal representative:**

Mr. Senad Pašalić

**Signature:**







**Place, Date:**

**Name of PP6:**

University of Montenegro

**Name of legal representative:**

Prof.dr. Vladimir Božović, rector

**Signature:**



Stamp

**Place, Date:**

**Name of Lead Partner:**

Zenica Development Agency ZEDA Ltd

**Name of legal representative:**

Mr. Senad Pašalić

**Signature:**



Stamp



**Place, Date:**

**Name of PP7:**

Institution for development of competences,  
innovation and specialization

**Name of legal representative:**

Mrs. Katarina Colić

**Signature:**



Stamp

**Place, Date:**

**Name of Lead Partner:**

Zenica Development Agency ZEDA Ltd

**Name of legal representative:**

Mr. Senad Pašalić

**Signature:**



Stamp





**Place, Date:**

**Name of PP8:**

Municipality of Cluj-Napoca

**Name of legal representative:**

Mayor, Emil Boc

**Signature:**



Stamp

**Place, Date:**

**Name of Lead Partner:**

Zenica Development Agency ZEDA Ltd

**Name of legal representative:**

Mr. Senad Pašalić

**Signature:**



Stamp



**Place, Date:**

**Name of PP9:**

European Development Agency

**Name of legal representative:**

Mr. Jan Hauser

**Signature:**

Evropská rozvojová agentura, s.r.o.  
Na Čihadle 959/55  
160 00 Praha 6  
IČ: 28441907 DIČ: CZ28441907  
®

**Stamp**

**Place, Date:**

**Name of Lead Partner:**

Zenica Development Agency ZEDA Ltd

**Name of legal representative:**

Mr. Senad Pašalić

**Signature:**



**Stamp**





**Place, Date:** Novi Sad, 29.5.2023.

**Name of PP10:**

INOSENS doo

**Name of legal representative:**

Mr. Branko Popović

**Signature:**



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**Place, Date:**

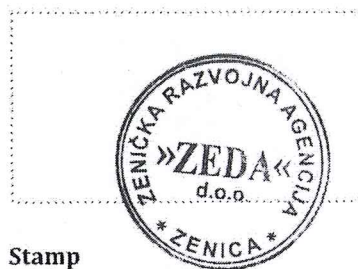
**Name of Lead Partner:**

Zenica Development Agency ZEDA Ltd

**Name of legal representative:**

Mr. Senad Pašalić

**Signature:**



Stamp



**Place, Date:**

**Name of PP11:**

ASPECT-Management and Intercultural Relations

**Name of legal representative:**

Mrs. Krasimira Bakardzhieva

**Signature:**



Stamp

**Place, Date:**

**Name of Lead Partner:**

Zenica Development Agency ZEDA Ltd

**Name of legal representative:**

Mr. Senad Pašalić

**Signature:**



Stamp





**Place, Date:** Tuzla, 29.05.2023

**Name of PP12:**

Foundation for Innovation,  
Technology and Transfer of Knowledge

**Name of legal representative:**

Mrs. Azra Gurdić Ribić

**Signature:** *Azra Gurdić Ribić*



Stamp

**Place, Date:**

**Name of Lead Partner:**

Zenica Development Agency ZEDA Ltd

**Name of legal representative:**

Mr. Senad Pašalić

**Signature:** *Senad Pašalić*



Stamp

Interreg Programme

**Danube Region**



Co-funded by  
the European Union

**Place, Date:** Groß Sankt Florian, 07. 06. 2023.

**Name of PP13:**

Association for responsible urban  
development and communication

**Name of legal representative:**

Ms. Nikoletta Nádas

**Signature:** *Nádas Nikoletta*



Verein für Verantwortungsvolle  
Stadtentwicklung und  
Kommunikation (VERA)  
8522 Groß St. Florian,  
Schlossstraße 23, Österreich

**Stamp**

**Place, Date:**

**Name of Lead Partner:**

Zenica Development Agency ZEDA Ltd

**Name of legal representative:**

Mr. Senad Pašalić

**Signature:** *Senad Pašalić*



**Stamp**





**Place, Date:** Sofia, 29.05.2023

**Name of PP14:**

Bulgaria Economic Forum

**Name of legal representative:**

Mr. Gueorgui Tabakov

**Signature:**



Stamp

**Place, Date:**

**Name of Lead Partner:**

Zenica Development Agency ZEDA Ltd

**Name of legal representative:**

Mr. Senad Pašalić

**Signature:**



Stamp



**Place, Date:** Győr, 01.06.2023

**Name of PP15:**

Pannon Business Network Association

**Name of legal representative:**

Mr. Balázs Barta

**Signature:**



Stamp

**Place, Date:**

**Name of Lead Partner:**

Zenica Development Agency ZEDA Ltd

**Name of legal representative:**

Mr. Senad Pašalić

**Signature:**



Stamp



**Place, Date:** 09.06.2023

**Name of PP16:**

University of Pannonia

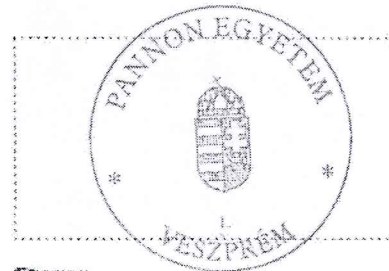
**Name of legal representatives:**

Dr. András Gelencsér, rector

**Signature:**

Zsolt Csillag, chancellor

**Signature:**



Stamp

**Place, Date:**

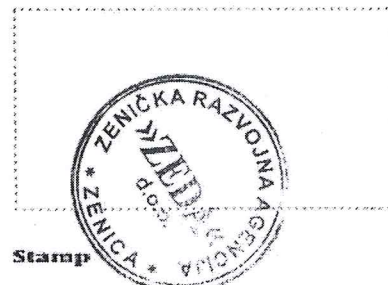
**Name of Lead Partner:**

Zenica Development Agency ZEDA Ltd

**Name of legal representative:**

Mr. Senad Pašalić

**Signature:**



Stamp





**Place, Date:**

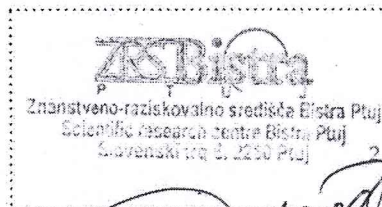
**Name of PP17:**

Scientific Research Centre Bistra Ptuj

**Name of legal representative:**

Dr. Štefan Čelan

**Signature:**



**Stamp**

**Place, Date:**

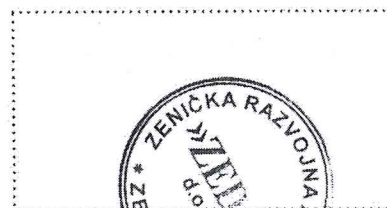
**Name of Lead Partner:**

Zenica Development Agency ZEDA Ltd

**Name of legal representative:**

Mr. Senad Pašalić

**Signature:**



**Stamp**



## Annex 1

### Abbreviations

Programme – Danube Region Programme

AF – Application Form

ASP – Associated Strategic Partner

EC - European Commission

EU – European Union

GDPR - General Data Protection Regulation

LP - Lead Partner

MAJS - Managing Authority and Joint Secretariat

MC – Monitoring Committee

PP - Project Partner (PPs – Project Partners)

PPR – Project Progress Report

SCOM - Steering Committee