

1-63 pag.

33 / 2.12.2024

HOTĂRÂRE

privind aprobarea participării Municipiului Cluj-Napoca, în calitate de partener, în proiectul „Green cells leading the Green transition”, cod proiect EUI02-064, acronim TALEA, finanțat prin Programul Inițiativa Urbană Europeană - Acțiuni Inovatoare (EUI-IA) 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 „Green cells leading the Green transition”, cod proiect EUI02-064, acronim TALEA, finanțat prin Programul Inițiativa Urbană Europeană - Acțiuni Inovatoare (EUI-IA) și a cheltuielilor legate de acesta - proiect din inițiativa primarului;

Reținând Referatul de aprobare nr. 875171/1/26.11.2024 al primarului municipiului Cluj-Napoca, în calitate de inițiator;

Analizând Raportul de specialitate nr. 875207/423/26.11.2024 al Direcției Generale Comunicare, dezvoltare locală și management proiecte, al Direcției juridice și al Direcției economice, prin care se propune aprobarea participării Municipiului Cluj-Napoca, în calitate de partener, în proiectul „Green cells leading the Green transition”, cod proiect EUI02-064, acronim TALEA, finanțat prin Programul Inițiativa Urbană Europeană - Acțiuni Inovatoare (EUI-IA) și a cheltuielilor legate de acesta;

Având în vedere prevederile Regulamentului (UE) 2021/1060 al Parlamentului European și al Consiliului din 24 iunie 2021 de stabilire a dispozițiilor comune pentru Fondul european de dezvoltare regională, Fondul social european Plus, Fondul de coeziune, Fondul pentru o tranziție justă și Fondul european pentru afaceri maritime, pescuit și acvacultură, precum și normele financiare aplicabile acestor fonduri și Fondului pentru azil, migrație și integrare, Fondului pentru securitate internă și Instrumentului de sprijin financiar pentru gestionarea frontierelor și politica de vize, ale Regulamentului (UE) nr. 1058/2021 al Parlamentului European și al Consiliului din 24 iunie 2021 privind Fondul european de dezvoltare regională și Fondul de coeziune, precum și ale Regulamentului (UE, Euratom) 2018/1046 al Parlamentului European și al Consiliului din 18 iulie 2018 privind normele financiare aplicabile bugetului general al Uniunii;

În temeiul prevederilor art. 129 alin. (2) lit. b), coroborat cu alin. (4) lit. a) și ale alin. (2) lit. e), coroborat cu alin. (9) lit. a) din Ordonanța de Urgență a Guvernului nr. 57/2019 privind Codul administrativ, cu modificările și completările ulterioare, precum și ale art. 53 alin. (2) din Legea nr. 273/2006 privind finanțele publice locale, cu modificările și completările ulterioare;

Văzând avizul comisiei de specialitate;

Potrivit dispozițiilor art. 129, 133 alin. (1), 139 și 196 din O.U.G. nr. 57/2019 privind Codul administrativ, cu modificările și completările ulterioare,

HOTĂRĂȘTE:

Art. 1. Se aprobă participarea Municipiului Cluj-Napoca, în calitate de partener, în proiectul „Green cells leading the Green transition”, cod proiect EUI02-064, acronim TALEA, finanțat prin Programul Inițiativa Urbană Europeană - Acțiuni Inovatoare (EUI-IA).

Art. 2. Se aprobă valoarea totală a bugetului alocat Municipiului Cluj-Napoca pentru implementarea proiectului prevăzut la art. 1, în cuantum de **150.000 euro**, defalcat pe surse de finanțare, după cum urmează:

- contribuția Uniunii Europene din Fondul European de Dezvoltare Regională – finanțare nerambursabilă, în procent de 80% din totalul bugetului alocat municipiului, reprezentând **120.000 euro**;

- contribuția proprie din bugetul local al Municipiului Cluj-Napoca, în procent de 20% din totalul bugetului alocat municipiului, reprezentând **30.000 euro**.

Art. 3. Vor fi asigurate toate resursele financiare necesare implementării proiectului prevăzut la art. 1 în condițiile rambursării/decontării ulterioare a cheltuielilor.

Art. 4. Cu îndeplinirea prevederilor hotărârii se încredințează Direcția Generală Comunicare, dezvoltare locală și management proiecte și Direcția Economică.

Președinte de ședință,
Ec. Dan Ștefan Tarcea

Contrasemnează:
Secretarul general al municipiului,
Jr. Aurora Roșca

Nr. din..... 2024
(Hotărârea a fost adoptată cu..... voturi)

MUNICIPIUL CLUJ-NAPOCA

PRIMARUL

Nr. 875171/1/26.11.2024

REFERAT DE APROBARE

a proiectului de hotărâre privind aprobarea participării Municipiului Cluj-Napoca, în calitate de partener, în proiectul „Green cells leading the Green transition”, cod proiect EUI02-064, acronim TALEA, finanțat prin Programul Inițiativa Urbană Europeană - Acțiuni Inovatoare (EUI-IA) și a cheltuielilor legate de acesta

Inițiativa Urbană Europeană - Acțiuni Inovatoare (EUI-IA) continuă și extinde experiența acumulată prin programe europene anterioare, precum URBACT III (2014-2020), sprijinind orașele UE în implementarea de proiecte inovatoare care să contribuie la dezvoltarea urbană durabilă. Prin EUI-IA, orașele beneficiază de un cadru unitar care facilitează accesul la finanțare, schimbul de cunoștințe și adoptarea celor mai bune practici urbane. Scopul principal al inițiativei este să sporească capacitatea autorităților urbane de a elabora și implementa politici eficiente, cu un accent puternic pe combaterea schimbărilor climatice, promovarea incluziunii sociale și adoptarea tehnologiilor digitale.

Prin implicarea în proiectul CO4CITIES din cadrul URBACT III, municipiul Cluj-Napoca a acumulat experiență în administrarea colaborativă a resurselor urbane și a dezvoltat metodologii care implică activ comunitățile locale în gestionarea bunurilor comune. Această experiență este direct aplicabilă în proiectele EUI-IA, unde parteneriatele între autoritățile locale și cetățeni sunt esențiale pentru succesul inițiativelor de transformare urbană.

În contextul EUI-IA, municipiul Cluj-Napoca poate continua să își extindă și diversifice proiectele de inovare urbană, să atragă resurse și să contribuie la atingerea obiectivelor europene, cum ar fi tranziția către o economie verde, creșterea digitalizării și consolidarea incluziunii sociale. Astfel, participarea orașului în această inițiativă este o oportunitate de a aduce beneficii directe comunității locale și de a poziționa Clujul ca un model de bune practici în dezvoltarea urbană durabilă.

Proiectul „Green cells leading the Green transition”, cod proiect EUI02-064, acronim TALEA, a fost depus spre finanțare de către Municipiul Bologna, în calitate de solicitant principal -autoritatea urbană principală, în cadrul celui de-al doilea apel de proiecte, cu tema *orașe ecologice*.

Partenerii proiectului sunt:

Partener principal - Orașul Bologna (Italia)

Parteneri de Implementare:

Fundația Pietro Giacomo Rusconi Villa Ghigi, pentru Inovare Urbană

Alma Mater Studiorum – Universitatea din Bologna

Fundația Bruno Kessler

R2M Solution S.r.l.

R3GIS S.r.l.

CINECA Consorțiu Interuniversitar

Parteneri de Transfer:

Municipiul Cluj-Napoca (România)

Orașul Riga (Letonia)

Orașul Marsilia (Franța)

Obiectivul principal al proiectului „Green cells leading the Green transition”, cod proiect EUI02-064 și acronim TALEA, finanțat prin Programul Inițiativa Urbană Europeană - Acțiuni

Inovatoare EUI-IA este de a aborda și soluționa într-o manieră colaborativă, atât cu orașele partenere cât și prin implicarea comunităților locale, provocările generate de insulele de căldură urbane (UHI) și valurile de căldură urbane (UHW). Proiectul își propune să stabilească o infrastructură verde continuă, ușor de gestionat, accesibilă, replicabilă și măsurabilă, constituită din TALEA Green Cells (TGC). Aceste celule verzi vor funcționa ca elemente conective atât în cadrul infrastructurii fizice, cât și în cea digitală a orașului, contribuind la:

1. Îmbunătățirea rezilienței climatice: Reducerea efectelor UHI și UHW prin implementarea soluțiilor bazate pe natură și inovații tehnologice.
2. Creșterea biodiversității: Crearea de coridoare ecologice și spații verzi care susțin biodiversitatea urbană.
3. Promovarea participării comunitare: Implicarea activă a cetățenilor, în special a grupurilor vulnerabile, în gestionarea și monitorizarea spațiilor verzi.
4. Facilitarea tranziției verzi și digitale: Integrarea tehnologiilor digitale pentru monitorizarea și gestionarea infrastructurii verzi, contribuind la dezvoltarea unui Digital Twin al orașului Bologna.
5. Îmbunătățirea bunăstării cetățenilor: Crearea de adăposturi climatice și spații sociale care oferă confort și oportunități de interacțiune pentru toți locuitorii, în special pentru cei vulnerabili.

Prin aceste obiective, proiectul TALEA urmărește să creeze un mediu urban mai sustenabil, mai sănătos și mai incluziv, contribuind la tranziția către un oraș verde și rezilient din punct de vedere climatic.

Rezultatele principale anticipate ale proiectului sunt:

1. Adaptarea urbană îmbunătățită: Proiectul urmărește extinderea suprafețelor verzi și reducerea efectului de insulă de căldură urbană (UHI) atât la scară mare, cât și la nivel local. Aceasta include și creșterea biodiversității urbane și îmbunătățirea confortului termic prin infrastructuri verzi, oferind beneficii directe comunităților locale, în special grupurilor vulnerabile.
2. Creșterea participării comunitare și co-gestionarea spațiilor verzi: TALEA va implica diverse grupuri de părți interesate și va încuraja gestionarea de către comunitate a spațiilor transformate. Inițiativele, cum ar fi Bugetul Participativ, vor oferi putere rezidenților, promovând implicarea pe termen lung în protecția mediului și în acțiuni climatice în cartierele lor.
3. Revitalizarea spațiilor urbane: Zone urbane cheie vor fi reamenajate ca adăposturi climatice și hub-uri sociale, creând spații sigure, accesibile și plăcute pentru relaxare, recreere și interacțiune socială pe tot parcursul anului. Aceste spații sunt concepute pentru a încuraja sănătatea comunității, bunăstarea și conexiunile creative, deserving o gamă largă de persoane.

Rolul Municipiului Cluj-Napoca în proiect și beneficiile aduse comunității locale:

Proiectul pune un accent deosebit pe dezvoltarea de instrumente digitale care ajută la maparea, proiectarea, implementarea și monitorizarea soluțiilor de infrastructură verde urbană. Aceste instrumente vor fi puse la dispoziția autorităților urbane, decidenților politici și părților interesate din orașele partenere de transfer, permițând replicarea soluției în diferite zone urbane.

Rezultatele principale pentru Partenerii de Transfer includ:

1. Capacitatea tehnică și resursele: Orașele ar trebui să aibă abilități tehnice solide în proiectarea și gestionarea spațiilor verzi urbane, precum și resursele necesare pentru a sprijini proiectul.
2. Angajamentul comunității: Este esențială implicarea eficientă a comunităților locale, asigurându-se că locuitorii sunt activ implicați în procesul decizional și simt un sentiment de apartenență față de proiecte.
3. Măsurarea impactului: Partenerii trebuie să poată măsura și monitoriza rezultatele soluțiilor implementate utilizând instrumente digitale și să colaboreze cu instituții de cercetare pentru a asigura colectarea și analiza datelor.

4. Colaborarea cu instituții academice: Stabilirea de parteneriate cu instituții de cercetare va ajuta la evaluarea eficienței soluției și la sustenabilitatea pe termen lung a inițiativelor de infrastructură verde urbană.

Prin îndeplinirea acestor cerințe, partenerii de transfer vor putea replica soluția în propriile lor contexte urbane, contribuind astfel la atingerea obiectivelor mai largi de îmbunătățire a sustenabilității urbane, reducerea efectelor insulelor de căldură și gestionarea riscurilor de inundații urbane, precum și la creșterea rezilienței climatice generale. Această abordare holistică sprijină îmbunătățiri măsurabile ale zonelor urbane, promovând un viitor mai sustenabil și mai rezilient la schimbările climatice.

Durata de implementare a proiectului este de 42 de luni, de la 1 decembrie 2024 până la 31 mai 2028.

Finanțare:

Proiectul „Green cells leading the Green transition”, cod proiect EUI02-064, acronim TALEA, este finanțat de către Uniunea Europeană în baza contractului de finanțare semnat la data de 31.07.2024 între Région Hauts-de-France, care acționează ca Entitatea Împuternicită a Inițiativei Urbane Europene și Municipiul Bologna din Italia – autoritatea urbană principală, precum și în baza acordului de parteneriat pentru implementarea proiectului.

Conform formularului de aplicație și a contractului de finanțare, bugetul total eligibil al proiectului este de **6.249.980,40€ euro** din care Municipiul Cluj-Napoca are alocat un buget de **150.000 euro**, defalcat pe surse de finanțare după cum urmează:

- contribuția Fondului European de Dezvoltare Regională -finanțare nerambursabilă, în procent de 80% din totalul bugetului alocat municipiului, reprezentând **120.000 euro**;
- contribuție proprie din bugetul local al municipiului Cluj-Napoca, în procent de 20% din totalul bugetului alocat municipiului, reprezentând **30.000 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 de transport și cazare, expertiză externă și servicii necesare elaborării, testării și implementării planului de transfer de cunoștințe și bune practici către partenerii proiectului.

În vederea demarării și implementării activităților proiectului este necesară aprobarea participării Municipiului Cluj-Napoca, în calitate de partener, în proiectul „Green cells leading the Green transition”, cod proiect EUI02-064, acronim TALEA, finanțat prin Programul Inițiativa Urbană Europeană - Acțiuni Inovatoare (EUI-IA) și a cheltuielilor legate de acesta.

Având în vedere cele expuse anterior, în temeiul prevederilor art. 136 din Ordonanța de Urgență a 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 „Green cells leading the Green transition”, cod proiect EUI02-064, acronim TALEA, finanțat prin Programul Inițiativa Urbană Europeană - Acțiuni Inovatoare (EUI-IA) și a cheltuielilor legate de acesta.

PRIMAR

Emil Boc

**Emil
Boc**

Digitally signed
by Emil Boc

Date: 2024.11.26
10:34:24 +02'00'

RAPORT DE SPECIALITATE

privind aprobarea participării Municipiului Cluj-Napoca, în calitate de partener, în proiectul „Green cells leading the Green transition”, cod proiect EUI02-064, acronim TALEA, finanțat prin Programul Inițiativa Urbană Europeană - Acțiuni Inovatoare (EUI-IA) și a cheltuielilor legate de acesta

Având în vedere:

Referatul de aprobare înregistrat sub nr. 875171/1/26.11.2024 al Primarului Municipiului Cluj-Napoca;

Proiectul de hotărâre privind aprobarea participării Municipiului Cluj-Napoca, în calitate de partener, în proiectul „Green cells leading the Green transition”, cod proiect EUI02-064, acronim TALEA, finanțat prin Programul Inițiativa Urbană Europeană - Acțiuni Inovatoare (EUI-IA) și a cheltuielilor legate de acesta;

Direcția Generală Comunicare, dezvoltare locală și management proiecte, Direcția Juridică și Direcția Economică precizează următoarele:

Inițiativa Urbană Europeană - Acțiuni Inovatoare (EUI-IA) continuă și extinde experiența acumulată prin programe europene anterioare, precum URBACT III (2014-2020), sprijinind orașele UE în implementarea de proiecte inovatoare care să contribuie la dezvoltarea urbană durabilă. Prin EUI-IA, orașele beneficiază de un cadru unitar care facilitează accesul la finanțare, schimbul de cunoștințe și adoptarea celor mai bune practici urbane. Scopul principal al inițiativei este să sporească capacitatea autorităților urbane de a elabora și implementa politici eficiente, cu un accent puternic pe combaterea schimbărilor climatice, promovarea incluziunii sociale și adoptarea tehnologiilor digitale.

Prin implicarea în proiectul CO4CITIES din cadrul URBACT III, municipiul Cluj-Napoca a acumulat experiență în administrarea colaborativă a resurselor urbane și a dezvoltat metodologii care implică activ comunitățile locale în gestionarea bunurilor comune. Această experiență este direct aplicabilă în proiectele EUI-IA, unde parteneriatele între autoritățile locale și cetățeni sunt esențiale pentru succesul inițiativelor de transformare urbană.

În contextul EUI-IA, municipiul Cluj-Napoca poate continua să își extindă și diversifice proiectele de inovare urbană, să atragă resurse și să contribuie la atingerea obiectivelor europene, cum ar fi tranziția către o economie verde, creșterea digitalizării și consolidarea incluziunii sociale. Astfel, participarea orașului în această inițiativă este o oportunitate de a aduce beneficii directe comunității locale și de a poziționa Clujul ca un model de bune practici în dezvoltarea urbană durabilă.

Proiectul „Green cells leading the Green transition”, cod proiect EUI02-064, acronim TALEA, a fost depus spre finanțare de către Municipiul Bologna, în calitate de solicitant principal - autoritatea urbană principală, în cadrul celui de-al doilea apel de proiecte, cu tema *orașe ecologice*.

Partenerii proiectului sunt:

Partener principal - Orașul Bologna (Italia)

Parteneri de Implementare:

Fundația Pietro Giacomo Rusconi Villa Ghigi, pentru Inovare Urbană
Alma Mater Studiorum – Universitatea din Bologna
Fundația Bruno Kessler
R2M Solution S.r.l.
R3GIS S.r.l.
CINECA Consorțiu Interuniversitar

Parteneri de Transfer:

Municipiul Cluj-Napoca (România)
Orașul Riga (Letonia)
Orașul Marsilia (Franța)

Obiectivul principal al proiectului „Green cells leading the Green transition”, cod proiect EUI02-064 și acronim TALEA, finanțat prin Programul Inițiativa Urbană Europeană - Acțiuni Inovatoare EUI-IA este de a aborda și soluționa într-o manieră colaborativă, atât cu orașele partenere cât și prin implicarea comunităților locale, provocările generate de insulele de căldură urbane (UHI) și valurile de căldură urbane (UHW). Proiectul își propune să stabilească o infrastructură verde continuă, ușor de gestionat, accesibilă, replicabilă și măsurabilă, constituită din TALEA Green Cells (TGC). Aceste celule verzi vor funcționa ca elemente conective atât în cadrul infrastructurii fizice, cât și în cea digitală a orașului, contribuind la:

1. Îmbunătățirea rezilienței climatice: Reducerea efectelor UHI și UHW prin implementarea soluțiilor bazate pe natură și inovații tehnologice.
2. Creșterea biodiversității: Crearea de coridoare ecologice și spații verzi care susțin biodiversitatea urbană.
3. Promovarea participării comunitare: Implicarea activă a cetățenilor, în special a grupurilor vulnerabile, în gestionarea și monitorizarea spațiilor verzi.
4. Facilitarea tranziției verzi și digitale: Integrarea tehnologiilor digitale pentru monitorizarea și gestionarea infrastructurii verzi, contribuind la dezvoltarea unui Digital Twin al orașului Bologna.
5. Îmbunătățirea bunăstării cetățenilor: Crearea de adăposturi climatice și spații sociale care oferă confort și oportunități de interacțiune pentru toți locuitorii, în special pentru cei vulnerabili.

Prin aceste obiective, proiectul TALEA urmărește să creeze un mediu urban mai sustenabil, mai sănătos și mai incluziv, contribuind la tranziția către un oraș verde și rezilient din punct de vedere climatic.

Rezultatele principale anticipate ale proiectului sunt:

1. Adaptarea urbană îmbunătățită: Proiectul urmărește extinderea suprafețelor verzi și reducerea efectului de insulă de căldură urbană (UHI) atât la scară mare, cât și la nivel local. Aceasta include și creșterea biodiversității urbane și îmbunătățirea confortului termic prin infrastructuri verzi, oferind beneficii directe comunităților locale, în special grupurilor vulnerabile.
2. Creșterea participării comunitare și co-gestionarea spațiilor verzi: TALEA va implica diverse grupuri de părți interesate și va încuraja gestionarea de către comunitate a spațiilor transformate. Inițiativele, cum ar fi Bugetul Participativ, vor oferi putere rezidenților, promovând implicarea pe termen lung în protecția mediului și în acțiuni climatice în cartierele lor.
3. Revitalizarea spațiilor urbane: Zone urbane cheie vor fi reamenajate ca adăposturi climatice și hub-uri sociale, creând spații sigure, accesibile și plăcute pentru relaxare, recreere și

interacțiune socială pe tot parcursul anului. Aceste spații sunt concepute pentru a încuraja sănătatea comunității, bunăstarea și conexiunile creative, deserving o gamă largă de persoane.

Rolul Municipiului Cluj-Napoca în proiect și beneficiile aduse comunității locale:

Proiectul pune un accent deosebit pe dezvoltarea de instrumente digitale care ajută la maparea, proiectarea, implementarea și monitorizarea soluțiilor de infrastructură verde urbană. Aceste instrumente vor fi puse la dispoziția autorităților urbane, decidenților politici și părților interesate din orașele partenere de transfer, permițând replicarea soluției în diferite zone urbane.

Rezultatele principale pentru Partenerii de Transfer includ:

1. Capacitatea tehnică și resursele: Orașele ar trebui să aibă abilități tehnice solide în proiectarea și gestionarea spațiilor verzi urbane, precum și resursele necesare pentru a sprijini proiectul.
2. Angajamentul comunității: Este esențială implicarea eficientă a comunităților locale, asigurându-se că locuitorii sunt activ implicați în procesul decizional și simt un sentiment de apartenență față de proiecte.
3. Măsurarea impactului: Partenerii trebuie să poată măsura și monitoriza rezultatele soluțiilor implementate utilizând instrumente digitale și să colaboreze cu instituții de cercetare pentru a asigura colectarea și analiza datelor.
4. Colaborarea cu instituții academice: Stabilirea de parteneriate cu instituții de cercetare va ajuta la evaluarea eficienței soluției și la sustenabilitatea pe termen lung a inițiativelor de infrastructură verde urbană.

Prin îndeplinirea acestor cerințe, partenerii de transfer vor putea replica soluția în propriile lor contexte urbane, contribuind astfel la atingerea obiectivelor mai largi de îmbunătățire a sustenabilității urbane, reducerea efectelor insulelor de căldură și gestionarea riscurilor de inundații urbane, precum și la creșterea rezilienței climatice generale. Această abordare holistică sprijină îmbunătățiri măsurabile ale zonelor urbane, promovând un viitor mai sustenabil și mai rezilient la schimbările climatice.

Durata de implementare a proiectului este de 42 de luni, de la 1 decembrie 2024 până la 31 mai 2028.

Finanțare:

Proiectul „Green cells leading the Green transition”, cod proiect EUI02-064, acronim TALEA, este finanțat de către Uniunea Europeană în baza contractului de finanțare semnat la data de 31.07.2024 între Région Hauts-de-France, care acționează ca Entitatea Împuternicită a Inițiativei Urbane Europene și Municipiul Bologna din Italia – autoritatea urbană principală, precum și în baza acordului de parteneriat pentru implementarea proiectului.

Conform formularului de aplicație și a contractului de finanțare, bugetul total eligibil al proiectului este de **6.249.980,40€ euro** din care Municipiul Cluj-Napoca are alocat un buget de **150.000 euro**, defalcat pe surse de finanțare după cum urmează:

- contribuția Fondului European de Dezvoltare Regională -finanțare nerambursabilă, în procent de 80% din totalul bugetului alocat municipiului, reprezentând **120.000 euro**;
- contribuție proprie din bugetul local al municipiului Cluj-Napoca, în procent de 20% din totalul bugetului alocat municipiului, reprezentând **30.000 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 de transport și cazare, expertiză externă și servicii necesare elaborării, testării și implementării planului de transfer de cunoștințe și bune practici către partenerii proiectului.

În vederea demarării și implementării activităților proiectului este necesară aprobarea participării Municipiului Cluj-Napoca, în calitate de partener, în proiectul „Green cells leading the Green transition”, cod proiect EUI02-064, acronim TALEA, finanțat prin Programul Inițiativa Urbană Europeană - Acțiuni Inovatoare (EUI-IA) și a cheltuielilor legate de acesta.

În consecință, propunem spre aprobare următoarele:

„**Art. 1.** Se aprobă participarea Municipiului Cluj-Napoca, în calitate de partener, în proiectul „Green cells leading the Green transition”, cod proiect EUI02-064, acronim TALEA, finanțat prin Programul Inițiativa Urbană Europeană - Acțiuni Inovatoare (EUI-IA).

Art. 2. Se aprobă valoarea totală a bugetului alocat Municipiului Cluj-Napoca pentru implementarea proiectului prevăzut la art. 1, în cuantum de **150.000 euro**, defalcat pe surse de finanțare, după cum urmează:

- contribuția Uniunii Europene din Fondul European de Dezvoltare Regională – finanțare nerambursabilă, în procent de 80% din totalul bugetului alocat municipiului, reprezentând **120.000 euro**;

- contribuția proprie din bugetul local al Municipiului Cluj-Napoca, în procent de 20% din totalul bugetului alocat municipiului, reprezentând **30.000 euro**.

Art. 3. Vor fi asigurate toate resursele financiare necesare implementării proiectului prevăzut la art. 1 în condițiile rambursării/decontării ulterioare a cheltuielilor.

Art. 4. Cu îndeplinirea prevederilor hotărârii se încredințează Direcția Generală Comunicare, dezvoltare locală și management proiecte și Direcția Economică.”

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) 2021/1060 al Parlamentului European și al Consiliului din 24 iunie 2021 de stabilire a dispozițiilor comune pentru Fondul european de dezvoltare regională, Fondul social european Plus, Fondul de coeziune, Fondul pentru o tranziție justă și Fondul european pentru afaceri maritime, pescuit și acvacultură, precum și normele financiare aplicabile acestor fonduri și Fondului pentru azil, migrație și integrare, Fondului pentru securitate internă și Instrumentului de sprijin financiar pentru gestionarea frontierelor și politica de vize;
- Regulamentul (UE) nr.1058/2021 al Parlamentului European și al Consiliului din 24 iunie 2021 privind Fondul european de dezvoltare regională și Fondul de coeziune;
- Regulamentul (UE, Euratom) 2018/1046 al Parlamentului European și al Consiliului din 18 iulie 2018 privind normele financiare aplicabile bugetului general al Uniunii;
- Art. 129 alin. (2) lit. b) din Ordonanța de Urgență a Guvernului nr. 57/2019 privind Codul administrativ, cu modificările și completările ulterioare, potrivit căruia: *(2) Consiliul local exercită următoarele categorii de atribuții: b) atribuții privind dezvoltarea economico-socială și de mediu a comunei, orașului sau municipiului;* coroborat cu alin. (4) lit. a), potrivit căruia, în exercitarea atribuțiilor prevăzute la alin. (2) lit. b), consiliul local: *aprobă, la propunerea primarului, bugetul unității administrativ-teritoriale, virările de credite, modul de utilizare a rezervei bugetare și contul de încheiere a exercițiului bugetar;*
- Art. 129 alin. (2) lit. e) din Ordonanța de Urgență a Guvernului nr. 57/2019 privind Codul administrativ, cu modificările și completările ulterioare, potrivit căruia: *(2) Consiliul local exercită următoarele categorii de atribuții: e) atribuții privind cooperarea interinstituțională pe plan intern și extern;* coroborat cu alin. (9) lit. a) potrivit căruia, în exercitarea atribuțiilor prevăzute la alin. (2) lit. e), consiliul local: *a) hotărăște, în condițiile legii, cooperarea sau asocierea cu persoane juridice române sau străine, în vederea finanțării și realizării în comun a unor acțiuni, lucrări, servicii sau proiecte de interes public local;*

- Art. 53 alin. (2) din Legea nr. 273/2006 privind finanțele publice locale, cu modificările și completările ulterioare, potrivit căruia: (2) *Fondurile externe nerambursabile vor fi încasate într-un cont distinct în afara bugetului local și vor fi cheltuite numai în limita disponibilităților existente în acest cont și în scopul în care au fost acordate.*

Din punct 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 punct de vedere economic, raportat la prevederile art. 53 alin. (2) din Legea nr. 273/2006 privind finanțele publice locale, cu modificările și completările ulterioare, 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 „Green cells leading the Green transition”, cod proiect EUI02-064, acronim TALEA, finanțat prin Programul Inițiativa Urbană Europeană - Acțiuni Inovatoare (EUI-IA) și a cheltuielilor legate de acesta, poate fi supus dezbaterii și aprobării plenului Consiliului Local.

DIRECȚIA ECONOMICĂ,
Director executiv,
Olimpia Moigrădan

DIRECȚIA JURIDICĂ
Director executiv,
Alina Rus

Alina Rus
26.11.2024.

SERVICIUL STRATEGIE ȘI DEZVOLTARE LOCALĂ, MANAGEMENT PROIECTE

Șef serviciu,

Bogdan Revesz

Consilier juridic,

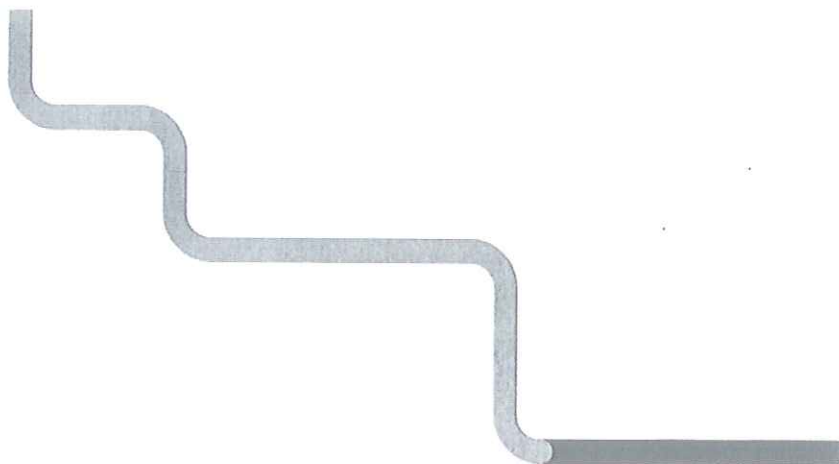
Ramona Gârda

SERVICIUL CENTRUL DE INFORMARE PENTRU CETĂȚENI

Șef Sevciiu

Oana Mureșan

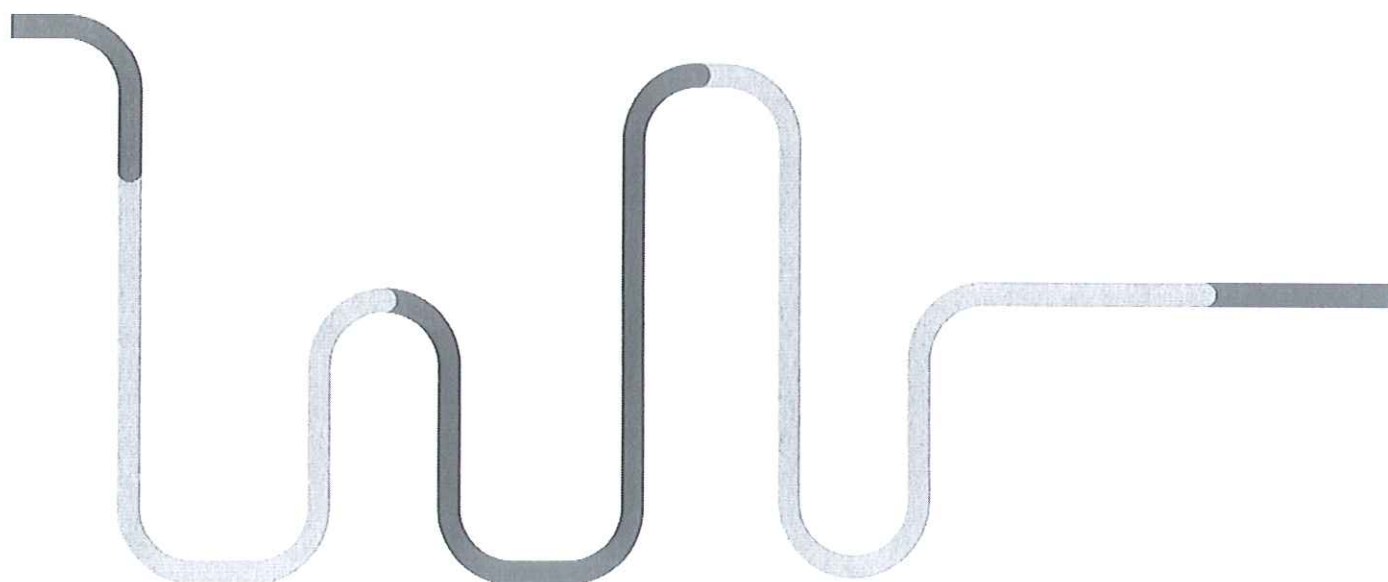
EUROPEAN
U R B A N
I N I T I A T I V E



**EUROPEAN URBAN INITIATIVE
- INNOVATIVE ACTIONS**

Subsidy Contract

for the implementation of the project EUI02-064, TALEA -
Green cells leading the Green transition, (TALEA)



Co-funded by
the European Union



Hauts-de-France

Contrat De Subvention
pour la mise en œuvre du projet

Subsidy Contract
for the implementation of the project

EUI02-064, TALEA - Green cells leading the Green transition, (TALEA)

dans le cadre de
l'Initiative Urbaine Européenne – Actions
Innovatrices (EUI-IA)

in the framework of
the European Urban Initiative - Innovative
Actions (EUI-IA)

Entre

La Région Hauts-de-France, Hôtel de Région,
151, avenue du Président Hoover, 59555 LILLE
Cedex, France, agissant en tant qu'Entité
Mandatée de l'Initiative Urbaine Européenne
(ci-après dénommée l'« Entité Mandatée »)

Et

Between the

Région Hauts-de-France, Hôtel de Région, 151,
avenue du Président Hoover, 59555 LILLE Cedex,
France, acting as the Entrusted Entity of the
European Urban Initiative (hereinafter referred
to as "Entrusted Entity")

And

Municipality of Bologna, Piazza Maggiore 6, 40124 Bologna, Italy

Agissant en tant qu'Autorité Urbaine Principale
(ci-après dénommée « Autorité Urbaine
Principale »).

Ce Contrat de Subvention (ci-après le
« Contrat ») définit les conditions
juridiquement contraignantes relatives au
financement, à la mise en œuvre, et à la
gestion de EUI02-064, TALEA - Green cells
leading the Green transition.

Les parties à ce Contrat conviennent ce qui
suit :

Acting as Main Urban Authority (hereafter
referred to as "Main Urban Authority").

This Subsidy Contract (hereinafter referred to as
the "Contract") sets out the legally binding terms
related to the funding, implementation, and
management of EUI02-064, TALEA - Green cells
leading the Green transition.

The parties to this Contract hereby agree as
follows:

Définitions et abréviations

Dans le cadre de ce Contrat, les mots et abréviations suivants auront les significations suivantes :

Autorités de l'Initiative : L'Entité Mandatée (y compris le Secrétariat Permanent), la Commission Européenne et l'Autorité Comptable.

Autorité Urbain Principale : la principale entité responsable de la mise en œuvre et de la gestion globale du projet. Elle porte l'entière responsabilité financière et juridique vis-à-vis de l'Entité Mandatée.

Budget : le budget du projet tel qu'il est défini dans le Dossier de candidature.

Contrôle de Premier Niveau : Avant d'être soumise pour paiement, chaque Demande de paiement doit être vérifiée et validée par un contrôleur indépendant. Ce processus est effectué par un Contrôleur de Premier Niveau qualifié, qui est une entreprise ou une personne indépendante.

Convention de Partenariat : Contrat signé par tous les Partenaires du Projet, contenant l'ensemble des obligations et responsabilités de chacun des Partenaires avant, pendant et après la mise en œuvre du projet.

Décision d'approbation : la décision d'approbation du Comité de Sélection datée du 19/04/2024 et transmise par notification d'approbation telle que figurant à l'Annexe 2 de ce Contrat.

Dossier de candidature : le Dossier de candidature, défini dans l'Annexe 1 de ce Contrat, ainsi que les modifications du Dossier de candidature qui sont approuvées par les autorités de l'Initiative.

Durée du projet : la période de déroulement du projet telle que définie par la date de début et la date de fin indiquées dans le Dossier de candidature.

Definitions and abbreviations

For the purpose of this Contract, the following words and abbreviations shall have the following meanings:

Application Form: the Application Form as set out in Annex 1 of this Contract together with any amendments to the Application Form which are approved by the Initiative authorities.

Approval decision: the approval decision of the Selection Committee dated on 19/04/2024 and communicated through an approval notification as set out in Annex 2 of this Contract.

Budget: the budget for the project as set out in the Application Form.

Electronic Exchange Platform (EEP): online platform to be used by the projects to generate and submit the Application Form, and Annual Progress Reports and Financial Claims.

EUI-IA Guidance: the latest published version of the EUI-IA Guidance, completed with thematic factsheets.

First Level Control (FLC): before submission for payment, each Financial Claim must be verified and validated by an independent controller. This process is carried out by a qualified First Level Control, which is an independent company or person.

Initiation Phase: start-up phase of 6 months prior to project implementation, during which a set of procedures and documents must be validated to ensure an efficient and effective start of the project. Validation of the Initiation Phase conditions the release of the subsidy first advance payment.

Initiative: the European Urban Initiative (EUI).

Initiative Authorities: the Entrusted Entity (including the Permanent Secretariat), the European Commission and the Accounting Authority.

Guide EUI-IA : dernière version publiée du guide de l'Initiative EUI-IA, complétée par des fiches thématiques.

Initiative : l'Initiative Urbaine Européenne (EUI).

Partenaires du projet : Entités nommées dans le Dossier de candidature comme parties prenantes au projet avec un budget dédié. Cela inclus l'Autorité Urbaine Principale, les Autorités Urbaines Associées et Partenaires de mise en œuvre ayant un rôle actif et des responsabilités dans la mise en œuvre du projet, ainsi que les Partenaires de transfert étant les Autorités Urbaines rejoignant le Partenariat en cours de mise en œuvre du projet, afin de favoriser l'adaptabilité de la solution testée à d'autres contextes urbains dans l'UE.

Phase d'Initiation : Phase de démarrage de 6 mois en amont de la mise en œuvre du projet, au cours de laquelle un ensemble de procédures et documents doivent être validés pour assurer un démarrage efficace et effectif du projet. La validation de la Phase d'Initiation conditionne le versement de la première avance de la subvention.

Plateforme d'Echange Electronique (EEP) : Plateforme en ligne à utiliser par les projets pour générer et soumettre le formulaire de candidature, les Rapports d'Avancement Annuels et les Demandes de paiement (« EEP » dans le reste du document).

Projet : le projet EUI02-064, TALEA - Green cells leading the Green transition tel que décrit dans le Dossier de candidature.

Subvention : le cofinancement maximal du FEDER alloué au projet tel que défini dans le Dossier de candidature.

Main Urban Authority: the main responsible entity for the overall project implementation and management. It bears the entire financial and juridical responsibility vis-à-vis the Entrusted Entity.

Partnership Agreement: contract signed between all the Project Partners containing all duties and responsibilities of each Project Partner before, during and after the project implementation.

Project Partners: entities named in the Application Form as project stakeholders having a dedicated budget. This includes the Main Urban Authority, Associated Urban Authorities and Delivery Partners having an active role and responsibilities in the implementation of the project, as well as Transfer Partners, being urban authorities joining the Partnership during project implementation, to foster the adaptability of the tested solution to other urban contexts in the EU.

Project: EUI02-064, TALEA - Green cells leading the Green transition project as described in the Application Form.

Project Duration: the term of the project commencing on the start date and ending on the end date set out in the Application Form.

Subsidy: the maximum ERDF co-financing allocated to the project in accordance with the Application Form.

Article 1

Cadre juridique

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

Règlement (UE) 2021/1060 du Parlement Européen et du Conseil du 24 juin 2021 portant dispositions communes relatives au Fonds européen de développement régional, au Fonds social européen plus, au Fonds de cohésion, au Fonds pour une transition juste et au Fonds européen pour les affaires maritimes, la pêche et l'aquaculture, et établissant les règles financières applicables à ces Fonds et au Fonds «Asile, migration et intégration», au Fonds pour la sécurité intérieure et à l'instrument de soutien financier à la gestion des frontières et à la politique des visas ;

Règlement (UE) 2021/1058 du Parlement Européen et du Conseil du 24 juin 2021 relatif au Fonds européen de développement régional et au Fonds de cohésion ;

Le Règlement (UE, Euratom) N°2018/1046 du Parlement européen et du Conseil du 18 juillet 2018 relatif aux règles financières applicables au budget général de l'Union ;

Décision de la Commission C(2021) 9282 final du 16.12.2021 sur le financement de l'Initiative Urbaine Européenne soutenue par le Fonds Européen Développement Régional et l'adoption du programme de travail pour 2021-2022 ;

La Délibération n°2022.01052 du 23 juin 2022 du Conseil Régional des Hauts-de-France relative à la gestion indirecte de l'Initiative

Article 1

Legal framework

This Contract is concluded based on the following documents which constitute the legal framework applicable to the rights and obligations of the parties and the parties agree to comply with the applicable terms set out therein:

Regulation (EU) 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;

Regulation (EU) 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;

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;

Commission Decision C(2021) 9282 final of 16.12.2021 on the financing of the European Urban Initiative supported by the European Regional Development Fund and the adoption of the work programme for 2021-2022;

Deliberation n°2022.01052 of Hauts-de-France Regional Council of the 23rd of June 2022, regarding the indirect management of the

Urbaine Européenne sur la période 2021-2027 ;	European Urban Initiative for the 2021-2027 period;
La Convention de Contribution entre l'Union Européenne représentée par la Commission Européenne, et le Conseil Régional Hauts-de-France, sous la référence n° 2021CE160AT170, et signée le 29 août 2022 ;	The Contribution Agreement between the European Commission on behalf of the European Union, and the Regional Council – Hauts-de-France, under the reference n° 2021CE160AT170, and signed the 29 August 2022;
Toutes autres législations de l'UE applicables, y compris les législations portant dispositions sur les marchés publics, la concurrence, les aides d'État, le développement durable et la promotion de l'égalité entre les hommes et les femmes et la non-discrimination ;	All other applicable EU legislation, including the legislation laying down provisions on public procurement, on competition, on State aid, on sustainable development and on the promotion of equality between men and women and non-discrimination;
Les règles spécifiques à l'Initiative telles que précisées dans le Guide EUI-IA ;	The Initiative-specific rules as laid down in the EUI-IA Guidance;
Les règles nationales applicables à l'Autorité Urbaine Principale et aux Partenaires du Projet, en l'absence de Règlements ou de dispositions particulières relatives aux fonds ou propres à l'Initiative.	National rules applicable to the Main Urban Authority and its Project Partners, in the absence of Regulations or fund-specific rules or Initiative rules.
En cas de modification de l'un des documents ci-dessus, la dernière version s'applique.	In case of amendment to any of the above documents, the latest version shall apply.

Article 2
Objet du Contrat

1. Le présent Contrat énonce les droits et obligations de l'Entité Mandatée et de l'Autorité Urbaine Principale, ainsi que les modalités et conditions applicables à la subvention octroyée aux bénéficiaires pour la mise en œuvre du projet intitulé **EUI02-064, TALEA - Green cells leading the Green transition**, tel que décrit dans le Dossier de candidature (Annexe 1).
2. La durée initiale du projet sera de **42** mois à compter du **01/12/2024** («date de début du projet»), jusqu'au **31/05/2028** (« date de fin du projet »).

Article 2
Subject of the Contract

1. This Contract sets out the rights and obligations of the Entrusted Entity and the Main Urban Authority, and the terms and conditions applicable to the grant awarded to the beneficiaries for implementing the project entitled **EUI02-064, TALEA - Green cells leading the Green transition**, as described in the Application Form (Annex 1).
2. The initial duration of the project will be **42** months as of **01/12/2024** ('start date of the project'), until **31/05/2028** ('end date of the project').

3. Le Dossier de candidature (Annexe 1), et la notification d'approbation (Annexe 2) sont parties intégrantes de ce Contrat.

Article 3
Durée du Contrat

Indépendamment de la durée du projet et sans préjudice des dispositions concernant la mise en œuvre du projet et l'éligibilité des dépenses, les termes de ce Contrat s'appliquent à compter de la date de la Décision d'approbation du projet et expirent conformément aux conditions prévues par les obligations d'audit et d'archivage définies à l'article 11 du présent Contrat.

3. The Application Form (Annex 1) and the approval notification (Annex 2), constitute an integral part of this Contract.

Article 3
Duration of the Contract

Notwithstanding the project duration and without prejudice to the provisions concerning the implementation of the project and the eligibility of expenditure, the terms of this Contract apply starting from the date of the project's Approval decision and expire in accordance with audit and archiving obligations defined in the article 11 of the present Contract.

CHAPITRE 2 – SUBVENTION

CHAPTER 2- GRANT

Article 4
Octroi de la subvention

1. Conformément à la décision d'approbation, la subvention est accordée à l'Autorité Urbaine Principale pour la mise en œuvre du projet.
2. Le montant maximal de la subvention allouée au projet sous forme de cofinancement FEDER, et tel que défini dans le Dossier de candidature est de EUR 4,999,984.32.
3. L'Autorité Urbaine Principale déclare ne pas être dans une des situations d'exclusion prévues au Règlement (UE, EURATOM) N°2018/1046. De même, l'Autorité Urbaine Principale s'assure que ses représentants et les Partenaires du Projet ne sont pas dans une situation d'exclusion évoquée ci-dessus.
4. La signature de la présente convention ne garantit aucun droit au versement de la subvention FEDER en l'absence de satisfaction de l'ensemble des étapes de la

Article 4
Award of subsidy

1. In accordance with the approval decision, the subsidy is awarded to the Main Urban Authority for the implementation of the project.
2. The maximum amount of the subsidy allocated to the project as ERDF co-financing, and as set out in the Application Form is EUR 4,999,984.32.
3. The Main Urban Authority declares that it is not in one of the situations of exclusion provided for in Regulation (EU, EURATOM) N°2018/1046. Besides, the Main Urban Authority ensures that its representatives and the Project Partners are not in a situation of exclusion mentioned above.
4. The signature of this Contract does not guarantee any right to the payment of the ERDF subsidy in the absence of satisfaction of all the steps of the Initiation Phase

Phase d'Initiation détaillées dans le Guide EUI-IA. Conformément à l'articles 5.2 du présent Contrat, l'achèvement avec succès de la Phase d'Initiation conditionne le versement de la subvention. En cas d'issue négative de la Phase d'Initiation (interrompue ou achevée sans succès), le versement de la subvention est limité à un (aux) montant(s) forfaitaire(s) tel(s) que décrit(s) à l'article 7.4 du présent Contrat.

detailed in the EUI-IA Guidance. In accordance with article 5.2 of this Contract, the successful completion of the Initiation Phase conditions the payment of the subsidy. In the event of a negative outcome of the Initiation Phase (interrupted or unsuccessfully completed), the payment of the subsidy is limited to (a) lump sum(s) as described in article 7.4 of this Contract.

Article 5

Conditions et modalités de financement

1. La subvention est accordée pour la mise en œuvre du projet, menée conformément à la dernière version approuvée du Dossier de candidature et aux termes de ce Contrat.
2. Le versement de la subvention est conditionné par l'achèvement avec succès de la Phase de d'Initiation (Chapitre 4 du Guide EUI-IA), qui comprend :
 - La signature du présent Contrat
 - Les recommandations du Comité de Sélection adressées
 - La Convention de Partenariat signée
 - Les informations sur la composition et les coordonnées de l'équipe de gestion de projet et coordonnées bancaires renseignées sur l'EEP
 - Le Plan de suivi convenu conjointement
 - La conclusion positive du contrôle ex-ante et de la vérification de l'état de préparation du projet, au terme desquels aucune lacune ou irrégularité n'est détectée
 - L'identification formalisée des Partenaires de Transfert.
3. Le versement de la subvention est effectué sous réserve de la mise à disposition des

Article 5

Terms of funding

1. The subsidy is awarded for the implementation of the project, to be carried out in accordance with the latest approved version of the Application Form and the terms of this Contract.
2. Disbursement of the subsidy is conditioned by the successful completion of the Initiation Phase (Chapter 4 of EUI-IA Guidance), which includes:
 - Signature of the present Contract
 - Selection Committee's recommendations addressed
 - Partnership Agreement signed
 - Information on the composition and contact details of the project management team and bank account details filled on the EEP system
 - Jointly agreed Monitoring plan
 - Positive conclusion of the ex-ante control and of the project readiness check, in which no deficiencies or irregularities are identified
 - Formalized identification of the Transfer Partners.
3. Disbursement of the subsidy shall be subject to the condition that the European Commission makes the funds available. In

fonds par la Commission européenne. En cas d'indisponibilité des fonds, l'Entité Mandatée ne peut être tenue responsable des retards de paiement. Conformément à l'article 74 du règlement (UE) n° 2021/1060, le versement est effectué sous réserve de disponibilité des fonds. Si la Commission Européenne ne libère pas les fonds nécessaires pour le paiement de la subvention, l'Entité Mandatée peut, à sa seule discrétion suspendre le paiement de la subvention, ou mettre fin à ce Contrat. Si l'Entité Mandatée exerce ses droits au titre de la présente disposition, toute réclamation par l'Autorité Urbaine Principale à l'encontre des autorités de l'Initiative, quelle qu'en soit la raison, est exclue.

Article 6

Eligibilité des dépenses

1. La subvention ne sera payée à l'Autorité Urbaine Principale que pour les dépenses éligibles. Pour être réputées éligibles, les dépenses d'un projet doivent :
 - a. concerner les activités et les coûts effectués et encourus à partir de la date officielle de début de mise en œuvre du projet et jusqu'à la date de fin du projet indiquée dans le Dossier de candidature ;
 - b. concerner des activités définies dans le Dossier de candidature qui sont nécessaires à la réalisation du projet et à l'atteinte de ses objectifs, produits et résultats et sont incluses dans le budget du Dossier de candidature ;
 - c. être raisonnables, justifiées et conformes aux règles applicables de l'UE et de l'Initiative. En l'absence de règles au niveau de l'UE ou de l'Initiative, ou dans les domaines qui ne sont pas

case of non-availability of funds, the Entrusted Entity cannot be deemed responsible for late payments. In accordance with article 74 of Regulation (EU) No 2021/1060, payment is subject to the availability of funds. If the European Commission fails to make the funds available for payment of the subsidy, the Entrusted Entity can at its sole discretion, withhold payments of the subsidy, or terminate this Contract. If the Entrusted Entity exercises its rights under this provision, any claim by the Main Urban Authority against the Initiative authorities for whatever reason is excluded.

Article 6

Eligibility of expenditure

1. The subsidy will only be paid to the Main Urban Authority for eligible expenditure. In order to be deemed eligible, project expenditure shall:
 - a. relate to activities and costs which are carried out and incurred from the official start date of project implementation to the project end date, as indicated in the Application Form;
 - b. relate to activities set out in the Application Form which are necessary for carrying out the project and achieving the project's objectives, outputs and results, and are included in the budget of the Application Form;
 - c. be reasonable, justified, and comply with the applicable EU and Initiative rules. In the absence of rules set at EU or Initiative levels or in areas that are not precisely regulated, national or institutional rules,

- précisément règlementés, les règles nationales ou les règles institutionnelles s'appliquent, dans le respect des principes de bonne gestion financière ;
- d. être encourues et payées uniquement par l'Autorité Urbaine Principale ou les Partenaires du Projet, et justifiées par des documents qui permettent leur identification et leur vérification ;
- e. être identifiables, vérifiables, plausibles, déterminées conformément aux principes comptables pertinents, et enregistrées dans un système de comptabilité séparé ou avec un code comptable adéquat ;
- f. être vérifiées par un Contrôleur de Premier Niveau conformément à l'article 74 du règlement (UE) n° 2021/1060.
2. Par dérogation à l'article 6.1 du présent Contrat, des méthodes de coûts simplifiés peuvent être prévues dans le Guide EUI-IA. Elles incluent notamment des montants forfaitaires dédiés aux phases de Préparation, Initiation et Clôture, ainsi qu'aux Partenaires de Transfer. L'Autorité Urbaine Principale doit indiquer dans la Convention de Partenariat comment les sommes forfaitaires seront partagées entre les Partenaires du Projet, et verser les sommes en conséquence à la réception des justificatifs.
3. Le non-respect par l'Autorité Urbaine Principale et/ou les Partenaires du Projet des règles applicables à l'article 6.1 du présent Contrat conduira les Autorités de l'Initiative à imposer des mesures correctives, à exclure du budget du projet toute dépense inéligible, et à demander le remboursement de tout ou partie de la subvention payée.
4. Sans approbation préalable de l'Entité Mandatée, le projet est autorisé à dévier du
- in accordance with the principles of sound financial management, apply;
- d. be incurred and paid out only by the Main Urban Authority or Project Partners, and be substantiated by proper evidence allowing identification and checking;
- e. be identifiable, verifiable, plausible, determined in accordance with the relevant accounting principles, and recorded in a separate accounting system or with an adequate accounting code;
- f. be verified by a First Level Control in accordance with Regulation (EU) no 2021/1060, article 74.
2. By derogation to article 6.1 of the present Contract, simplified costs options may be indicated in the EUI-IA Guidance. They notably include lump sums dedicated to Preparation, Initiation and Closure phases, as well as to Transfer Partners. The Main Urban Authority shall lay down in writing in the project Partnership Agreement how the lump sums are to be shared among the Project Partners and disburse the amounts accordingly upon receipt.
3. Non-compliance by the Main Urban Authority and/or Project Partners with the rules set out in article 6.1 of the present Contract will lead the Initiative authorities to impose corrective measures, to exclude from the budget of the project any ineligible expenditure, and to request repayment of all or part of the subsidy paid out.
4. Without prior approval of the Entrusted Entity, the project is entitled to deviate from

budget au niveau des catégories de coût, des Partenaires de Projet et des Work Packages, dans la stricte limite des règles de flexibilité budgétaire indiquées dans le Guide EUI-IA, et sous condition que (i) le montant maximal de la subvention défini dans le Dossier de candidature ne soit pas excédé, et que (ii) les déviations respectent les critères définis dans l'article 6.1 du présent Contrat.

Article 7

Modalités de paiement

1. Les modalités de paiement seront effectuées comme suit :
 - (a) Sous réserve que les conditions de l'article 5.2 du présent Contrat soient remplies, un premier acompte FEDER équivalent à 50% de la subvention FEDER est versé à l'Autorité Urbaine Principale dans les 80 jours suivant le constat par l'Entité Mandatée de l'achèvement avec succès de la Phase d'Initiation et de l'absence d'irrégularité au regard du contrôle ex-ante et de la vérification de l'état de préparation. Ce premier acompte inclut également les sommes forfaitaires couvrant les frais de préparation (maximum EUR 20 000 FEDER) et de Phase d'Initiation (maximum EUR 60 000 FEDER). Le montant de l'acompte est de EUR 2,499,992.16 maximum.
 - (b) Un second acompte FEDER équivalent à 30% de la subvention FEDER, est versé à l'Autorité Urbaine Principale dans les 80 jours suivant la soumission et l'approbation de la première demande de paiement, qui comprend la validation des dépenses du projet par le Contrôleur de Premier Niveau. Ce paiement est accordé sous réserve que les dépenses déclarées

the budget at costs categories, Project Partners and Work Packages levels, in the strict limit of the budgetary flexibility rules specified in the EUI-IA Guidance, and provided (i) that the total maximum subsidy as set out in the Application Form is never exceeded, and that (ii) any deviation meets the criteria set out in article 6.1 of the present Contract.

Article 7

Payment arrangements

1. Payment arrangements will be made as follow:
 - (a) Providing the conditions of the article 5.2 of the present Contract are met, a first ERDF advance payment corresponding to 50% of the ERDF grant is made to the Main Urban Authority within 80 days from the finding by Entrusted Entity of the successful completion of the Initiation Phase and of the absence of irregularities regarding the ex-ante control and readiness check. This first advance payment also covers the lump sums for preparation costs (maximum EUR 20 000 ERDF) and Initiation Phase costs (maximum EUR 60 000 ERDF). The amount of the advance payment will be maximum EUR 2,499,992.16.
 - (b) A second ERDF advance payment corresponding to 30% of the ERDF grant is made to the Main Urban Authority within 80 days from the submission and approval of the first Financial Claim, including project expenditure validated by the First Level Control. That payment is granted provided the reported expenditure reach at least 70% of the first pre-financing instalment

atteignent au moins 70% du premier acompte (correspondant à 35% du budget total éligible). Dans l'hypothèse où la validation des dépenses du projet par le Contrôleur de Premier Niveau conclut à un niveau de dépenses éligibles inférieur au seuil susmentionné, un prorata sera appliqué au second acompte en conséquence. Le montant du second acompte est de **EUR 1,499,995.3** maximum.

(corresponding to 35% of the total eligible budget). If the validation of project expenditure by the First Level Control concludes to a level of eligible expenditure below the above-mentioned threshold, a pro-rata will be applied to the second advance payment accordingly. The amount of the second advance payment will be maximum **EUR 1,499,995.3**.

- (c) Un troisième paiement FEDER équivalent à un maximum de 20% de la subvention FEDER est versé à L'Autorité Urbaine Principale dans les 80 jours suivant la soumission et l'approbation de la seconde demande de paiement qui comprend la validation des dépenses du projet par le Contrôleur de Premier Niveau, et à condition que la clôture administrative du projet soit achevée avec succès. Cette seconde demande de paiement doit être soumise au Contrôleur de Premier Niveau dans les 3 mois suivant la date de fin du projet. Dans le cas où les dépenses du projet validées par le Contrôle de Premier Niveau sont inférieures à 100% du total des coûts éligibles du projet, le troisième paiement FEDER est versé au prorata. Ce troisième paiement est basé sur le principe de remboursement des frais engagés et payés, et inclus la somme forfaitaire couvrant les frais de clôture administrative (maximum EUR 16 000 FEDER). Le montant est de **EUR 999,996.86** maximum.
- (c) A third ERDF payment corresponding to maximum 20% of the ERDF grant is made to the Main Urban Authority within 80 days from the submission and approval of the second Financial Claim, including project expenditure validated by the First Level Control, and provided the project administrative closure is successfully completed. The second Financial Claim shall be submitted to the First Level Control in the 3 months following the project end date. In case the project expenditure validated by the First Level Control falls below 100% of the total eligible costs of the project, the third ERDF payment is paid on a pro-rata basis. That third payment is based on the principle of reimbursement of incurred and paid costs and includes the lump sum for administrative closure costs (maximum EUR 16 000 ERDF). The amount will be maximum **EUR 999,996.86**.
2. Les paiements à l'Autorité Urbaine Principale se feront uniquement en euros (EUR ; €) et seront transférés sur le compte bancaire indiqué par l'Autorité Urbaine Principale dans l'EEP.
2. Payments to the Main Urban Authority will be made in euro (EUR; €) only and transferred to the bank account specified by the Main Urban Authority in the EEP.
3. Conformément à l'article 74 du règlement (UE) n 2021/1060, les paiements de la

- subvention peuvent être interrompus en partie ou en totalité en cas de non-conformité avec les règles de l'Initiative ou de soupçon d'irrégularité.
4. En cas d'échec de la Phase d'Initiation, la subvention ne sera pas due par l'Entité Mandatée dans sa totalité :
 - Si la Phase d'Initiation est terminée sans succès (les conditions listées à l'article 5.2 du présent Contrat ne sont pas atteintes), seuls les deux montants forfaitaires prévus pour la préparation du projet et la Phase d'Initiation seront versés à l'Autorité Urbaine Principale, correspondant à un total de EUR 100 000 de dépenses éligibles totales (EUR 80 000 FEDER) ;
 - Si la Phase d'Initiation est interrompue avant d'être finalisée (ex : le projet est abandonné), seul le montant forfaitaire prévu pour les frais de préparation du projet sera versé à l'Autorité Urbaine Principale, correspondant à EUR 25 000 de dépenses éligibles totales (EUR 20 000 ERDF).
 3. In compliance with Regulation (EU) 2021/1060, article 74, payments of the subsidy can be interrupted partially or in full in cases of non-compliance with the Initiative rules or suspicion of an irregularity.
 4. In case of failure of the Initiation Phase, the grant will not be due in full by the Entrusted Entity:
 - If the Initiation Phase is unsuccessfully completed (i.e., the conditions listed in the article 5.2 of the present Contract are not met), only the two lump sums foreseen for project preparation and Initiation Phase will be released to the Main Urban Authority, corresponding to a total of EUR 100 000 total eligible costs (EUR 80 000 ERDF);
 - If the Initiation Phase is interrupted before being completed (e.g., the project drops out), only the lump sum foreseen for project preparation costs will be released to the Main Urban Authority, corresponding to EUR 25 000 total eligible costs (EUR 20 000 ERDF).

CHAPITRE 3 – DROITS ET OBLIGATIONS

CHAPTER 3- RIGHTS AND OBLIGATIONS

Article 8

Responsabilités, représentation des Partenaires du Projet et obligations de l'Autorité Urbaine Principale

1. L'Autorité Urbaine Principale garantit qu'elle peut légalement conclure ce Contrat et représenter l'ensemble des Partenaires participant au projet.
2. L'Autorité Urbaine Principale doit fournir à tous les autres Partenaires du projet une copie de la version signée de ce Contrat, et doit s'assurer que les Partenaires du Projet respectent les dispositions de ce Contrat.

Article 8

Liabilities, representation of Project Partners and obligations of the Main Urban Authority

1. The Main Urban Authority guarantees that it has sufficient authority to enter this Contract and to represent all Project Partners participating in the project.
2. The Main Urban Authority shall provide all other Project Partners with a copy of the signed version of this Contract and shall ensure that the Project Partners comply with its provisions.

3. L'Autorité Urbaine Principale s'engage à définir avec les Partenaires du Projet une Convention de Partenariat signée par tous les Partenaires du Projet, régissant leurs relations, l'affectation des tâches et la répartition des responsabilités et obligations respectives entre eux. Cette Convention de Partenariat comprend notamment les modalités de recouvrement des sommes indûment versées.
4. Il appartient à l'Autorité Urbaine Principale de s'assurer que les Partenaires du Projet ne tombent dans aucune des situations d'exclusion prévues par le Règlement (UE, EURATOM) N°2018/1046. L'Autorité Urbaine Principale s'engage pendant toute la durée du Contrat à informer sans délai l'Entité Mandatée dans le cas où elle aurait connaissance que l'un des Partenaires du Projet se trouve dans l'une des situations d'exclusion, et à prendre les mesures appropriées pour exclure le Partenaire du projet. Si un Partenaire du projet est exclu du projet, l'Autorité Urbaine Principale a la responsabilité de remplacer le Partenaire du Projet ou de redistribuer les activités du Partenaire exclu au sein du Partenariat pour assurer la mise en œuvre continue du projet.
5. L'Autorité Urbaine Principale porte la responsabilité globale de la mise en œuvre du projet :
 - a. L'Autorité Urbaine Principale sera responsable de tout défaut, violation, défaillance ou non-respect, par elle-même et/ou par ses Partenaires, des termes de ce Contrat. L'Entité Mandatée sera de même responsable pour toute violation ou non-respect de ses obligations découlant de ce Contrat ou de toute autre document visé à l'article 1
3. The Main Urban Authority shall establish with the Project Partners a Partnership Agreement signed by all the Project Partners, governing their relationships, the allocation of tasks, and the division of the mutual responsibilities and obligations among them. That Partnership Agreement includes the arrangements for recovering unduly paid amounts.
4. It is the responsibility of the Main Urban Authority to ensure that Project Partners do not fall under any of the situations of exclusion provided for in Regulation (EU, EURATOM) N°2018/1046. The Main Urban Authority undertakes throughout the duration of the Contract to inform the Entrusted Entity without delay if it becomes aware that one of the Project Partners is in any of the situations of exclusion and takes the appropriate measures to exclude the Partner from the project. If a Project Partner is excluded from the project, the Main Urban Authority has the responsibility of either replace the Project Partner or redistribute the excluded Partner's activities among the Partnership to ensure the ongoing implementation of the project.
5. The Main Urban Authority bears the overall responsibility of the project implementation:
 - a. The Main Urban Authority will be liable for any default, breach, failure, or non-compliance to the provisions of this Contract by itself and/or the Project Partners. The Entrusted Entity will be similarly liable for any breaches or failures to comply with its obligations deriving from this Contract or from any other document referred to in article 1 of the present Contract. This provision is without

du présent Contrat. Cette disposition n'affecte pas les responsabilités de tout autre acteur pertinent en vertu du cadre juridique détaillé à l'article 1 du présent Contrat.

- b. L'Autorité Urbaine Principale est responsable vis-à-vis de l'Entité Mandatée pour la valeur totale de la subvention payée, y compris les sommes transférées par elle aux Partenaires de Projet. Si un ordre de recouvrement est émis pour le remboursement total ou partiel de la subvention à l'Entité Mandatée, ou à tout organisme identifié par l'Entité Mandatée comme pouvant recevoir ce remboursement, l'Autorité Urbaine Principale est responsable du remboursement de la subvention.
6. L'Autorité Urbaine Principale assume la responsabilité d'assurer la mise en œuvre de l'ensemble du projet conformément à la description qui en est faite dans le Dossier de candidature, et d'en sécuriser la durabilité et pérennité après la fin du financement EUI-IA, pendant une période d'au moins 5 ans suivant le versement final à l'Autorité Urbaine Principale.
 7. L'Autorité Urbaine Principale est tenue d'informer l'Entité mandatée, conformément aux exigences du Guide EUI-IA :
 - a. de tous facteurs susceptibles d'affecter négativement (retarder, entraver ou rendre impossible) la mise en œuvre des activités du projet et/ou du plan financier, ainsi que toutes les circonstances susceptibles d'entraîner des modifications mineures, des ajustements techniques et des modifications majeures du Dossier de candidature ;
 - b. de tout changement concernant le statut juridique des Partenaires du Projet ;
- prejudice to the liabilities of other stakeholders involved based on the legal framework detailed in article 1 of the present Contract.
- b. The Main Urban Authority is liable to the Entrusted Entity for the total value of the subsidy paid out, including the amounts transferred by itself to the Project Partners. In the event of a recovery order for full or partial reimbursement of the subsidy to the Entrusted Entity or such organisation identified by the Entrusted Entity as the party that should receive such reimbursement, the Main Urban Authority is responsible for the reimbursement of the subsidy.
6. The Main Urban Authority assumes responsibility for ensuring the implementation of the entire project according to the description in the Application Form, and for securing project durability and sustainability after the end of the EUI-IA funding, for at least 5 years following the final payment to the Main Urban Authority.
 7. The Main Urban Authority has to inform the Entrusted Entity according to the requirements of the EUI-IA Guidance:
 - a. of any factors that may adversely affect (delay, hinder or make impossible) the implementation of the project activities and/or financial plan, as well as all circumstances that may cause minor changes, technical adjustments, and major changes of the Application Form;

- c. de tout risque lié à l'inachèvement des investissements du projet durant la phase de mise en œuvre (cf. article 10.4 du présent Contrat) ;
 - d. de tout risque lié au non-respect du principe de durabilité et de propriété des investissements pour une période de 5 ans après le versement du solde au projet (cf. article 10.3 du présent Contrat) ;
 - e. si un changement dans la situation juridique, financière, technique, organisationnelle ou patrimoniale de l'Autorité Urbaine Principale ou de l'un des Partenaires du Projet (y compris l'insolvabilité) est susceptible d'affecter substantiellement la mise en œuvre du Contrat ou de remettre en cause la décision d'attribution de la subvention ;
 - f. si les coûts sont réduits, si l'une des conditions de versement cesse d'être remplie, ou de l'existence de circonstances qui pourraient conduire l'Entité Mandatée à réduire la subvention ou en exiger le remboursement en tout ou en partie, ou à résilier ce Contrat.
8. L'Autorité Urbaine Principale garantit la bonne gestion financière du budget. Cela induit notamment de :
- a. s'assurer que les dépenses présentées par tous les Partenaires du Projet ont bien été engagées pour mettre en œuvre le projet, et correspondent aux activités définies d'un commun accord par l'ensemble des Partenaires et indiquées dans le Dossier de candidature ;
 - b. s'assurer que les dépenses présentées par l'Autorité Urbaine Principale et les Partenaires du Projet ont été vérifiées par un Contrôleur de Premier Niveau nommé par l'Initiative.
 - c. faire en sorte que le transfert de la subvention au profit des Partenaires du
- b. of any changes in the Project Partners' legal status;
 - c. of any risk related to the uncompletion of the project investments during the implementation phase (see article 10.4 of the present Contract);
 - d. of any risk related to non-compliance with the principle of durability and ownership of investments for a period of 5 years after the final payment to the project (see article 10.3 of the present Contract);
 - e. if a change to the Main Urban Authority's or a Project Partner's legal, financial (including insolvency), technical, organisational or ownership situation is likely to affect the implementation of the Contract substantially or may call into question the decision to award the subsidy;
 - f. if costs are reduced, or one of the disbursement conditions ceases to be fulfilled, or circumstances arise which may entitle the Entrusted Entity to reduce subsidy or to demand repayment of the subsidy wholly or in part or to terminate this Contract.
8. The Main Urban Authority guarantees the sound financial management of the budget. This notably implies to:
- a. ensure that expenditure presented by all Project Partners has been incurred for the implementation of the project and corresponds to the activities agreed between all the Partners and indicated in the Application Form;
 - b. ensure the expenditure presented by the Main Urban Authority and Project Partners has been verified by a First Level Control appointed by the Initiative;

- Projet s'effectue le plus rapidement possible et dans son intégralité.
- d. utiliser tout moyen raisonnable pour récupérer rapidement tout montant FEDER indûment perçu par un Partenaire du Projet, et informer l'Entité Mandatée sur les progrès de cette démarche.
 - e. s'assurer que son organisation ainsi que celles de ses Partenaires, respectent les règles applicables aux Aides d'Etat et que le projet a été conçu de manière à respecter les règles en matière d'Aides d'Etat à tous les niveaux, y compris des tiers.
 - f. s'assurer que son organisation ainsi que celles de ses Partenaires enregistrent et archivent tous les documents justificatifs nécessaires pour une piste d'audit adéquate relative aux dépenses encourues et aux paiements effectués, de sorte à ce qu'ils puissent être présentés lorsqu'ils sont requis (cf. article 11 du présent Contrat).
9. L'Autorité Urbaine Principale doit se conformer aux règles et délais indiqués dans le Guide EUI-IA en ce qui concerne la soumission des Rapports d'Avancement Annuels, du Rapport Qualitatif Final, et des demandes de modification du projet. Dans les cas de manquement répété ou grave aux délais de soumission obligatoire, ou aux exigences de qualité du rapport, l'Entité Mandatée prendra des mesures correctives pouvant aller jusqu'à la suspension de tout(s) paiement(s) au projet ou à une procédure de recouvrement (cf. article 16 du présent Contrat).
10. Outre les obligations de l'Autorité Urbaine Principale déjà énoncées en matière de mise en œuvre du projet, cette dernière s'engage à s'assurer qu'elle-même, ainsi que les Partenaires de Projet, se
- c. ensure the transfer of subsidy to the Project Partners as quickly as possible and in full;
 - d. use all reasonable endeavours to promptly recover any irregular ERDF amount unduly received by a Project Partner, and report on related progress to the Entrusted Entity;
 - e. ensure that its own organisation as well as the Project Partners' ones, comply with State aid regulations and that the project has been designed to comply with State aid rules at all levels, including third parties;
 - f. ensure that its own organisation as well as the Project Partners' ones, record and store all supporting documentation required for an adequate audit trail regarding expenditure incurred and payments made, so that it can be produced when requested (see article 11 of the present Contract).
9. The Main Urban Authority will comply with the rules and deadlines described in the EUI-IA Guidance regarding the submission of Annual Progress Reports, Final Qualitative Report, and Request for Changes in the framework of the project. In case of repeated or serious breach to the mandatory submission deadlines, or to the quality requirements of the report, the Entrusted Entity will take corrective measures that can include the suspension of any payment(s) to the project or a recovery procedure (see article 16 of the present Contract).
10. In addition to the obligations of the Main Urban Authority already stated in terms of project implementation, the latter

conformément à leurs obligations en termes d'activités de transfert et de capitalisation, telles que décrites dans le Guide EUI-IA. L'accomplissement de ces tâches fait partie intégrante des obligations de l'Autorité Urbaine Principale au titre du présent Contrat. Tout manquement majeur à ces obligations conduira à la résiliation du Contrat et au recouvrement total de la subvention conformément aux articles 15 et 16 du présent Contrat. Ces obligations sont :

- a. Obligations de transfert : Identifier, sélectionner et formaliser la relation contractuelle avec les Partenaires de Transfert, mettre en œuvre et livrer les activités et réalisations de transfert du projet conformément au Chapitre 5 du Guide EUI-IA, et s'assurer que les Partenaires de Transfert ne relèvent pas des cas d'exclusion du Règlement n°2018/1046.
- b. Obligations de capitalisation : Coopérer avec l'Expert EUI-IA assigné au projet dans ses missions visant à capter les connaissances générées par le projet, en tirer les leçons et les mettre à disposition d'une audience plus large d'acteurs urbains.

11. L'Autorité urbaine principale veille à ce que le projet soit mis en œuvre dans le respect de l'égalité des chances et de la non-discrimination et n'ait pas d'impact nuisible sur l'environnement.

12. L'Autorité Urbaine Principale doit utiliser l'EEP dans les conditions décrites à l'article 9.3 du présent Contrat.

13. L'Autorité Urbaine Principale doit s'assurer que sa propre organisation, ainsi que celles des partenaires du projet, prennent toutes les mesures nécessaires pour éviter une situation où l'exécution impartiale et

undertakes to ensure that itself as well as Project Partners comply with their obligations in terms of transfer and capitalization activities as described in the EUI-IA Guidance. The fulfilment of these tasks is an integral part of the obligations of the Main Urban Authority under the present Contract. Any major breach of these obligations will lead to the termination of the Contract and to the full recovery of the subsidy according to the articles 15 and 16 of the present Contract. These obligations are:

- a. Transfer obligations: To identify, select, and formalize the contractual relationship with Transfer Partners, to implement and deliver the project transfer activities and outputs in accordance with Chapter 5 of the EUI-IA Guidance, and to ensure that the Transfer Partners do not fall under the exclusion cases of Regulation n°2018/1046.
- b. Capitalization obligations: To cooperate with the assigned EUI-IA Expert in his/ her missions to capture the knowledge generated by the project, draw lessons learnt and make them available to a wider audience of urban actors.

11. The Main Urban Authority ensures that the project is implemented in a way that respects equal opportunities and non-discrimination and has no harmful impact on the environment.

12. The Main Urban Authority has to use the EEP in the conditions described in the article 9.3 of the present Contract.

13. The Main Urban Authority has to ensure that its own organisation, as well as the Project Partners' ones, take all necessary measures

objective des activités liées aux projets EUI-IA est compromise pour des raisons mettant en jeu l'intérêt économique, l'affinité politique ou nationale, la vie familiale ou affective ou tout autre intérêt partagé. Toute situation constitutive d'un conflit d'intérêts ou susceptible de conduire à un conflit d'intérêts lors de l'exécution desdites activités doit être portée par écrit et sans délai à la connaissance de l'Entité Mandatée. Les bénéficiaires prennent immédiatement toutes les mesures nécessaires pour remédier à cette situation. L'Entité Mandatée se réserve le droit de vérifier que les mesures prises sont appropriées et d'exiger que des mesures complémentaires soient prises dans un délai précis.

14. L'Entité Mandatée décline toute responsabilité quant aux conséquences qui découlent de la mise en œuvre du projet, de l'utilisation de la subvention et/ou du retrait de la subvention, y compris tout préjudice causé à des tiers. Sauf cas de force majeure, l'Autorité Urbaine Principale indemnise l'Entité Mandatée de tout préjudice encouru par cette dernière résultant de la mise en œuvre du projet.

Article 9

Soumission électronique

1. Les échanges d'informations entre l'Autorité Urbaine Principale et les Autorités de l'Initiative s'effectueront au moyen de l'EEP. En conséquence, la soumission des Rapports d'Avancement Annuels, des demandes de paiement, et des demandes de modifications s'effectuera au moyen de l'EEP.

to prevent any situation where the impartial and objective implementation of EUI-IA projects-related activities is compromised for reasons involving economic interest, political or national affinity, family or emotional life or any other shared interest. Any situation constituting or likely to lead to a conflict of interests during the implementation of the said activities shall be notified to the Entrusted Entity, in writing without delay. The beneficiaries shall immediately take all the necessary steps to rectify this situation. The Entrusted Entity reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken within a specified deadline.

14. The Entrusted Entity accepts no liability for any consequences which come from the running of the project, the use of the subsidy, and/or the withdrawal of the subsidy, including any damage caused to third parties. Except in cases of *force majeure*, the Main Urban Authority shall compensate the Entrusted Entity for any damage sustained by it as a result of the project implementation.

Article 9

Electronic submission

1. Exchanges of information between Main Urban Authority and the Initiative authorities shall be carried out by means of the EEP. Accordingly, the submission of Annual Progress Reports, of Financial Claims, and Requests for Changes shall be done by using the EEP.

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| <p>2. L'EEP de l'Initiative doit être utilisé conformément aux conditions générales publiées sur l'EEP.</p> <p>3. L'Autorité Urbaine Principale est entièrement et inconditionnellement responsable pour toute utilisation de l'EEP (y compris l'utilisation abusive de ses moyens d'accès) et des conséquences préjudiciables qui peuvent en découler directement ou indirectement. L'Autorité Urbaine Principale n'accordera de droits d'accès qu'aux personnes employées ou représentant les Partenaires du Projet. Les utilisateurs de l'EEP doivent accéder à l'EEP avec leur propre adresse électronique professionnelle et un mot de passe fourni par le système et cryptés dans celui-ci.</p> | <p>2. The EEP shall be used in compliance with the terms and conditions published on the EEP.</p> <p>3. The Main Urban Authority is fully and unconditionally responsible for any use of the EEP (including misuse of their means of access), and for any detrimental consequences that may arise directly or indirectly therefrom. The Main Urban Authority shall grant access rights only to persons who are employed or represent Project Partners. EEP users shall access the EEP with their own professional email address and a password provided by the system and encrypted into it.</p> |
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Article 10

Exécution du projet et de l'Initiative

Article 10

Project and Initiative performance

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| <p>1. Si un ou plusieurs objectifs, produits, résultats, tels qu'ils sont définis dans le Dossier de candidature ne sont pas atteints, l'Entité Mandatée pourra demander la mise en place de mesures correctives pour garantir la performance du projet et limiter l'impact de ces défaillances au niveau de l'Initiative.</p> <p>2. Si le projet ne respecte pas les dispositions contractuelles relatives à la mise en œuvre du projet par rapport aux délais, au budget ou aux produits définis dans le Dossier de candidature, ou lorsqu'un changement ou un évènement porte gravement atteinte à la valeur ou à la nature du projet initial tel qu'approuvé, l'Entité Mandatée pourra réduire la subvention allouée au projet et, si nécessaire, pourra décider de mettre un terme au soutien au projet et mettre fin au projet en résiliant le Contrat (cf. article 15.1 (f) du présent Contrat).</p> | <p>1. If one or more expected objectives, outputs or results as set out in the Application Form are not successfully reached, the Entrusted Entity could request corrective measures to be put in place to ensure project performance and to minimise the impact of any such failure at Initiative level.</p> <p>2. If the project fails to respect the contractual arrangements on delivery in time, delivery to budget and delivery of outputs as defined in the Application Form, or where a change or an event seriously undermines the value or nature of the original project as approved, the Entrusted Entity could reduce the subsidy allocated to the project and, if necessary, could decide to end support to the project and stop the project by terminating this Contract (see article 15.1 (f) of the present Contract).</p> <p>3. All investments in infrastructure, in equipment or productive investments co-</p> |
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3. Tous les investissements en infrastructure, en équipement ou les investissements productifs cofinancés par le budget du projet doivent respecter des exigences de durabilité. Notamment, ils doivent rester opérationnels et continuer à remplir leur objectif pendant au moins cinq ans après le paiement final au projet. De même, la propriété des réalisations ayant le caractère d'investissements en infrastructure, en équipement ou d'investissements productifs réalisés dans le cadre du projet doit rester au sein du Partenariat et des Partenaires du Projet concernés pendant au moins 5 ans après le paiement final à l'Autorité Urbaine Principale. (cf. Chapitre 7 du guide EUI-IA).
 4. Si les investissements du projet ne sont pas achevés à la date de fin de mise en œuvre du projet et que cela porte atteinte à sa capacité d'atteindre ses objectifs initiaux et à la durabilité et pérennité des investissements, l'Autorité Urbaine Principale est responsable de les finaliser après la phase de mise en œuvre du projet à ses propres frais. L'Autorité Urbaine Principale a jusqu'à la fin de la Phase de Clôture administrative pour se conformer à cette obligation. La durabilité et la pérennité sont considérées comme compromises chaque fois que la non-réalisation d'un investissement empêche son utilisation et/ou son utilisation aux fins prévues dans le Dossier de candidature.
- financed from the project budget must comply with durability requirements. Notably, they must remain operational and continue to serve their intended purpose for at least five years after the final payment to the project. Likewise, the ownership of outputs having the character of investments in infrastructure, in equipment or productive investments realised within the project must remain within the Partnership and the related Project Partners for at least 5 years following the final payment to the Main Urban Authority (see EUI-IA Guidance Chapter 7).
4. If project investments are unfinished at the end date of project implementation and that it undermines the project ability to achieve its original objectives as well as investments durability and sustainability, the Main Urban Authority is responsible for completing them after the project implementation phase at its own costs. The Main Urban Authority has until the end of the project administrative Closure Phase to fulfil this obligation. Durability and sustainability are considered undermined whenever the non-completion of an investment prevents it to be used and/or used for the purpose foreseen in the Application Form.

Article 11

Droits d'audit, d'évaluation et d'archivage des documents

1. La Commission Européenne, l'Office européen de lutte anti-fraude, la Cour des comptes européenne, ainsi que le Contrôleur de Second Niveau et le Contrôleur de Premier Niveau de

Article 11

Audit rights, evaluation of the project and archiving of documents

1. The European Commission, the European Anti-Fraud Office, the European Court of Auditors, and as well as the Initiative Second Level Control and First Level Control, the Entrusted Entity or the Accounting Authority

l'Initiative, l'Entité Mandatée, l'Autorité Comptable et le Secrétariat Permanent, ou toute autre autorité nationale autorisée, sont habilités à effectuer des audits sur l'utilisation correcte des fonds par l'Autorité Urbaine Principale ou les Partenaires du Projet, ou à faire réaliser ce type d'audit par des personnes autorisées, à tout moment pendant la mise en œuvre du projet et ce jusqu'à cinq ans après l'acceptation du solde. L'Autorité Urbaine Principale et les Partenaires du Projet seront notifiés en temps voulu de tout audit à effectuer sur leurs dépenses.

2. Sur la base des conclusions de l'audit, l'Entité Mandatée peut prendre les mesures qu'elle estime nécessaires, y compris des corrections financières et le recouvrement de la totalité ou d'une partie des paiements effectués.
3. L'Autorité Urbaine Principale et les Partenaires du Projet produiront l'ensemble des documents requis pour l'audit, fourniront toutes les informations utiles et donneront accès à leurs locaux professionnels. Ils veillent à la disponibilité immédiate des informations au moment de la visite sur place et à la transmission des informations demandées sous une forme appropriée.
4. L'Autorité Urbaine Principale informe immédiatement l'Entité Mandatée de tout audit qui a été mené à son propre niveau ou à celui de ses Partenaires du Projet, par les entités mentionnées à l'article 11.1 du présent Contrat.
5. Conformément aux articles 44 et 45 du règlement (UE) 2021/1060, l'Autorité Urbaine Principale s'engage à fournir aux experts et organes indépendants procédant à l'évaluation du projet tout document ou information nécessaire pour en faciliter la réalisation.

and the Permanent Secretariat, or any other entitled national authorities, are entitled to audit the proper use of funds by the Main Urban Authority or by its Project Partners or to arrange for such an audit to be carried out by authorized persons, at any time during the project implementation and up to five years after the acceptance of the balance. The Main Urban Authority and Project Partners will be notified in due time about any audit to be carried out on their expenditure.

2. On the basis of the audit findings, the Entrusted Entity may take the measures which it considers necessary, including financial corrections and recovery of all or part of the payments made.
3. The Main Urban Authority and Project Partners will provide all documents required for the audit, necessary information (including information in electronic format), and give access to their business premises. They shall ensure that the information is readily available at the moment of the on-the-spot visit and that information requested is handed over in an appropriate form.
4. The Main Urban Authority shall promptly inform the Entrusted Entity about any audits that have been carried out either at its own level, or at the level of its Project Partners, by the bodies mentioned in article 11.1 of the present Contract.
5. In accordance with Regulation (EU) 2021/1060, articles 44 and 45, the Main Urban Authority undertakes to provide to independent experts or bodies carrying out any project evaluation, all documents or information necessary to assist the evaluation.

6. L'Entité Mandatée effectue des contrôles annuels auprès de l'Autorité Urbaine Principale via la base de données du Système de Détection Rapide et d'Exclusion concernant les situations d'exclusion prévues par le Règlement (UE, EURATOM) N°2018/1046. Un cas détecté peut conduire à la résiliation du Contrat du projet et au recouvrement des avances FEDER, conformément aux articles 15.1 et 16 de présent Contrat.
7. L'Autorité Urbaine Principale doit s'assurer qu'elle-même, ainsi que chacun des Partenaires du Projet archive les documents originaux relatifs à la mise en œuvre du projet, sauvegardés sur tout support approprié, y compris sur support numérique lorsque celui-ci est autorisé par la législation nationale, jusqu'au 31 Décembre 2035. La période prévue est étendue si des audits, des appels, des litiges ou des réclamations sont en cours concernant le présent Contrat. Dans de tels cas, les Partenaires du Projet conservent les documents jusqu'à ce que ces audits, recours, litiges ou réclamations soient clos. Dans l'hypothèse où la loi nationale fixe d'autres délais de conservation légaux éventuellement plus longs, ces derniers demeurent inchangés.
8. Afin d'assurer le respect des obligations relatives à la disponibilité des documents exigé à l'article 82 du règlement (UE) n° 2021/1060, l'Autorité Urbaine Principale doit s'assurer que tous les documents sont conservés :
- soit sous forme d'originaux ;
 - soit comme des copies certifiées conformes des originaux ;
 - sur des supports de données communément admis contenant les versions électroniques des documents originaux ou des documents existants uniquement en version électronique.
6. The Entrusted Entity performs annual checks on the Main Urban Authority through the Early Detection and Exclusion System database regarding the situations of exclusion provided for in Regulation (EU, EURATOM) N°2018/1046. A case detected may lead to the Contract termination and the recovery of the ERDF advance payments, according to articles 15.1 and 16 of the present Contract.
7. The Main Urban Authority will ensure that itself, as well as each of the Project Partners, archives all original documents related to the project implementation, stored on any appropriate medium, including digitalised originals when they are authorised by its national law, until 31 December 2035. This period shall be longer if there are on-going audits, appeals, litigation or pursuit of claims concerning the Contract. In such cases, the Project Partners shall keep the documents until such audits, appeals, litigation or pursuit of claims are closed. Other possibly longer statutory retention periods, as might be stated by national law, remain unaffected.
8. To ensure compliance with the obligations relating to the availability of documents required by Regulation (EU) No 2021/1060, article 82, the Main Urban Authority must ensure that all documents are kept either:
- in their original form;
 - as certified true copies of the originals;
 - on commonly accepted data carriers including electronic versions of original documents or documents existing as electronic version only.
- Notwithstanding the foregoing, the archiving formats have to comply with national legal requirements.

Indépendamment de ce qui précède, les formats d'archivage doivent respecter les exigences juridiques nationales.

9. L'Autorité Urbaine Principale doit faire en sorte qu'elle-même et les différents Partenaires du Projet respectent pleinement et en temps voulu les obligations susmentionnées.
9. The Main Urban Authority must guarantee that both itself and all Project Partners comply fully and in due time to the above-mentioned obligations.

Article 12

Information et communication

1. Toute mesure d'information et de communication entreprise par les bénéficiaires et destinée aux groupes cibles, aux groupes cibles potentiels et au grand public doit respecter les dispositions du Règlement (UE) 2021/1060, notamment son article 50, l'Annexe IX et les règles spécifiées dans le Guide EUI-IA. Une attention particulière doit être portée à la visibilité du financement de l'Union Européenne : toute communication ou publication relative aux projets EUI-IA – y compris lors de conférences, de séminaires ou pour tout matériel d'information ou de promotion – doit mentionner le soutien de l'Union Européenne et afficher l'emblème de l'Union Européenne. Lorsque l'emblème européen est affiché en association avec un autre logo, il doit être mis en évidence de façon adéquate.
2. Sauf indication contraire de l'Entité Mandatée, tout avis ou publication se rapportant au projet, sous quelque forme et par quelque moyen que ce soit, y compris Internet, doit indiquer qu'il reflète uniquement l'opinion de l'auteur et que les autorités de l'Initiative déclinent toute responsabilité pour l'utilisation pouvant être faite des informations qu'il contient.

Article 12

Information and communication

1. Any information and communication measures undertaken by beneficiaries and aimed at target groups, potential target groups and the general public must comply with the provisions of Regulation (EU) 2021/1060, in particular the article 50, the Annex IX and with the rules specified in the EUI-IA Guidance. Particular attention shall be paid to the visibility of the European Union funding: any communication or publication related to EUI-IA projects, including at conferences, seminars or in any information or promotional materials, shall indicate European Union support and shall display the European Union emblem. When displayed in association with another logo, the European Union emblem must have appropriate prominence.
2. Unless differently required by the Entrusted Entity, any notice or publication in relation to the project, made in any form and by any means, including the Internet, must state that it only reflects the author's views and that the Initiative authorities are not liable for any use that may be made of the information contained therein.

3. L'Autorité Urbaine Principale et ses Partenaires du Projet sont tenus de produire leur matériel de communication à destination des acteurs locaux et des citoyens dans leur propre langue.
 4. Les Autorités de l'Initiative seront autorisées à publier, sous quelque forme et par quelque moyen que ce soit, y compris Internet, les informations suivantes :
 - le nom et les coordonnées de l'Autorité Urbaine Principale et des Partenaires du Projet,
 - le titre du projet,
 - une synthèse des activités du projet,
 - les objectifs du projet et de la subvention,
 - les dates de début et de fin du projet,
 - le montant de la subvention et le budget total du projet,
 - la localisation géographique de la mise en œuvre du projet.
 5. L'Autorité Urbaine Principale s'engage à adresser à l'Entité Mandatée, sur demande de toute Autorité de l'Initiative, un exemplaire de tout document de communication et d'information produit. L'Autorité Urbaine Principale autorise en outre l'Entité Mandatée et la Commission Européenne à utiliser ces supports pour démontrer comment la subvention est utilisée.
 6. Toute campagne de communication, intervention dans les médias ou autre forme de publicité relative au projet devra être communiquée à l'Entité Mandatée pour une éventuelle mise à jour du site internet ou autre promotion de l'information.
 7. Le projet doit respecter les exigences en matière de communication telles que décrites dans le Guide EUI-IA.
3. The Main Urban Authority and its Project Partners shall produce their communication material for local stakeholders and citizens in their own language.
 4. The Initiative authorities shall be authorised to publish, in any form and by any means, including the Internet, the following information:
 - the name and contact details of the Main Urban Authority and of the Project Partners,
 - the project title,
 - a summary of the project activities,
 - the objectives of the project and the subsidy,
 - the project start and end date,
 - the amount of the subsidy and the total budget of the project,
 - the geographical location of the project implementation.
 5. The Main Urban Authority undertakes, upon request by any of the Initiative authorities, to send a copy of any communication and information material produced to the Entrusted Entity. The Main Urban Authority furthermore authorises the Entrusted Entity and the European Commission to use this material to showcase how the subsidy is used.
 6. Any communication campaign, media appearance, or other publicity of the project shall be communicated to the Entrusted Entity for potential website updates or showcases.
 7. The project is obliged to comply with the communication requirements as described in the EUI-IA Guidance.

Article 13

Droits de Propriété intellectuelle

1. Le titre de propriété ainsi que les droits de propriété industrielle et intellectuelle (tangibles ou intangibles) relatifs aux résultats des subventions et qui découlent du projet, ainsi que les rapports ou autres documents y afférents, seront la propriété de l'Autorité Urbaine Principale et des Partenaires du Projet ; l'Autorité Urbaine Principale et les Partenaires du Projet sont habilités à faire valoir les droits de propriété qui découlent du projet au titre de la Convention de Partenariat convenue entre les parties.
2. L'Autorité Urbaine Principale et les Partenaires de Projet doivent s'assurer qu'ils sont pleinement autorisés à utiliser tout droit de propriété industrielle et intellectuelle préexistant, y compris des droits détenus par des tierces parties au regard des résultats.
3. Nonobstant les termes de l'article 13.1 et sous réserve de l'article 14 du présent Contrat, l'Entité Mandatée et toute autre partie prenante pertinente de l'Initiative, notamment la Commission Européenne, peuvent utiliser tous les résultats gratuitement pour des actions d'information et de communication dans le cadre de l'Initiative. La Commission est en droit d'utiliser, selon les mêmes modalités, tout droit de propriété industrielle et intellectuelle préexistant inclus dans les résultats.

Article 14

Confidentialité et protection des données

1. L'Autorité Urbaine Principale a connaissance de ses obligations, droits et

Article 13

Intellectual property rights

1. Ownership title and industrial and intellectual property rights (whether tangible or intangible) that are the results of the grant and derive from the project, and all reports and other documents relating to it, will be the property of the Main Urban Authority and the Project Partners; the Main Urban Authority and Project Partners are entitled to establish the property rights deriving from the project under the Partnership Agreement entered by the parties.
2. The Main Urban Authority and Project Partners shall ensure they have all rights to use any pre-existing industrial and intellectual property rights, including rights of third parties in the results.
3. Notwithstanding the terms of article 13.1 and subject to article 14 of the present Contract, the Entrusted Entity and any other relevant Initiative stakeholders, including the European Commission, may use all the results free of charge, for information and communication actions in respect of the Initiative. The Commission shall also have the right to use under the same conditions any pre-existing industrial and intellectual property rights, which have been included in the results.

Article 14

Confidentiality and data protection

1. The Main Urban Authority is aware about its obligations, rights and commitments arising

engagements découlant de la mise en œuvre du Règlement général sur la protection des données (RGPD) 2016/679 de l'Union européenne entré en vigueur le 24 mai 2016 et appliqué depuis le 25 mai 2018, et s'assure de leur respect par elle-même ainsi que par les Partenaires du Projet.

2. Les Parties préservent la confidentialité des données, informations et documents, sous quelque forme que ce soit, divulgués par écrit ou oralement, qui sont liés à la mise en œuvre du projet, et expressément désignés par écrit comme étant confidentiels.
3. L'Autorité Urbaine Principale n'utilise pas les informations et documents confidentiels à d'autres fins que l'exécution des obligations qui lui incombent en vertu du présent Contrat, sauf s'il en est convenu autrement par écrit avec l'Entité Mandatée.
4. Les Parties sont liées par l'obligation mentionnée à l'alinéa précédent pendant l'exécution du Contrat et pendant une période de cinq ans à compter de la date de sa résiliation, sauf si:
 - a. la Partie concernée accepte de libérer plus tôt l'autre partie de l'obligation de confidentialité;
 - b. les informations confidentielles deviennent publiques par d'autres moyens qu'en violation de l'obligation de confidentialité suite à la divulgation par la partie tenue par cette obligation;
 - c. la divulgation des informations confidentielles est exigée par la loi.

from the implementation of the European Union General Data Protection Regulation (GDPR) 2016/679 entered into force on 24 May 2016 and applied since 25 May 2018 and ensure itself and the Project Partners act in compliance with these rules.

2. The Parties shall preserve the confidentiality of any data, information and documents, in any form, which are disclosed in writing or orally in relation to the implementation of the project and which are explicitly indicated in writing as confidential.
3. The Main Urban Authority shall not use confidential information and documents for any reason other than fulfilling its obligations under the Contract, unless otherwise agreed with the Entrusted Entity in writing.
4. The Parties shall be bound by the obligation referred to in the above paragraph during the implementation of the Contract and for a period of five years starting from the date of its termination, unless:
 - a. the concerned Party agrees to release the other Party from the confidentiality obligations earlier;
 - b. the confidential information becomes public through other means than in breach of the confidentiality obligation through disclosure by the Party bound by that obligation;
 - c. the disclosure of the confidential information is required by law.

Article 15
Résiliation du Contrat

1. L'Entité Mandatée est habilitée à résilier ce Contrat s'il est avéré que :
 - a. la Phase d'Initiation du projet est interrompue ou n'est terminée avec succès (cf. les conditions posées à l'article 5.2 du présent Contrat) ; ou
 - b. l'Autorité Urbaine Principale manque à ses responsabilités et obligations telles que listées à l'article 8 du présent Contrat ; ou
 - c. tout ou partie de la subvention a été utilisée à des fins autres que celles envisagées dans ce Contrat ; ou
 - d. la subvention a été obtenue suite à des déclarations fausses ou incomplètes ou des documents falsifiés ; ou
 - e. l'Autorité Urbaine Principale ou un Partenaire du Projet a omis de signaler immédiatement des événements retardant ou empêchant la mise en œuvre du projet financé, ou toute circonstance conduisant à sa modification ; ou
 - f. un changement substantiel dans la nature, l'échelle, le caractère innovant, la propriété, les coûts, les délais, le Partenariat ou l'achèvement de la mise en œuvre du projet s'est produit par rapport au Dossier de candidature; ou
 - g. l'Autorité Urbaine Principale ne respecte pas la règle selon laquelle seuls les Partenaires du Projet peuvent devenir

Article 15
Termination of the Contract

1. The Entrusted Entity is entitled to terminate this Contract if it has evidence that:
 - a. The project Initiation Phase is interrupted or not successfully completed (see the conditions provided in the article 5.2 of the present Contract); or
 - b. The Main Urban Authority fails to comply with any of its responsibilities and obligations, as listed in the article 8 of the present Contract; or
 - c. all or part of the subsidy was used for purposes other than those envisaged in this Contract; or
 - d. the subsidy has been obtained through false or incomplete statements, or through forged documents; or
 - e. the Main Urban Authority or a Project Partner has failed to report within a reasonable time events delaying or preventing the implementation of the project funded, or any circumstances leading to its modification; or
 - f. with reference to the Application Form, a substantial change in the nature, scale, innovative character, ownership, costs, timing, Project Partnership or completion of the project implementation has occurred; or
 - g. the Main Urban Authority does not comply with the rule that only Project Partners can become the owners of

- propriétaires des investissements du projet pendant la durée de vie du projet ; ou
- h. l'Autorité Urbaine Principale ou l'un des partenaires du projet a empêché ou entravé les contrôles et audits ; ou
- i. l'Autorité Urbaine Principale ou l'un des partenaires du projet a omis de soumettre les informations demandées dans les délais prévus ; ou
- j. une procédure d'insolvabilité est engagée contre les actifs de l'Autorité Urbaine Principale et/ou de l'un des Partenaires du Projet, ou est rejetée car les actifs ne sont pas suffisants pour permettre le recouvrement des créances, à la condition que cette situation semble empêcher ou risquer la réalisation des objectifs de l'Initiative, ou encore en cas de fermeture de l'entité de l'Autorité Urbaine Principale ou de l'un des Partenaires du Projet ; ou
- k. l'Autorité Urbaine Principale ou l'un des Partenaires du Projet est en situation de faillite ou liquidation, de règlement judiciaire, de concordat préventif, de cessation d'activité, ou dans toute situation analogue résultant d'une procédure de même nature existant dans les législations et réglementations nationales ; ou
- l. toute règle de l'Initiative, loi ou règlement a été violée par l'Autorité Urbaine Principale ou l'un des Partenaires du Projet ; ou
- m. un changement dans la situation juridique, financière, technique, organisationnelle ou patrimoniale de l'Autorité Urbaine Principale ou de l'un des Partenaires du Projet est susceptible d'affecter substantiellement la mise en œuvre du Contrat ou de remettre en
- project investments during the project lifetime; or
- h. the Main Urban Authority or any Project Partner has impeded or obstructed controls and audits; or
- i. the Main Urban Authority or a Project Partner has failed to submit requested information within given deadlines; or
- j. insolvency proceedings are instituted against the assets of the Main Urban Authority and/or any of the Project Partners, or insolvency proceedings are dismissed due to lack of assets for cost recovery, provided that this appears to prevent or risk the implementation of the Initiative objectives, or the Main Urban Authority or any of the Project Partners closes down; or
- k. if the Main Urban Authority or a Project Partner is declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, or is in an analogous situation arising from a similar procedure provided for in national legislation or regulations; or
- l. any Initiative rules, laws or regulations have been breached by the Main Urban Authority or any Project Partner; or
- m. a change to the Main Urban Authority's or a Project Partner's legal, financial, technical, organisational or ownership situation is likely to affect the implementation of the Contract substantially or calls into question the decision to award the subsidy; or

- cause la décision d'attribution de la subvention ; ou
- n. l'Autorité Urbaine Principale et les Partenaires du Projet reçoivent des fonds supplémentaires de l'Union Européenne pour tout ou partie des dépenses du projet déclarées dans le cadre de l'Initiative durant la période de mise en œuvre du projet ; ou
 - o. l'Autorité Urbaine Principale et/ou un de ses Partenaires du Projet fait l'objet d'une situation d'exclusion prévue par le Règlement n°2018/1046.
2. Si l'Entité Mandatée résilie le Contrat conformément à l'article 15.1 du présent Contrat avant que le montant total de la subvention n'ait été payé à l'Autorité Urbaine Principale, tous les paiements relatifs à la subvention seront interrompus, l'Autorité Urbaine Principale ne pourra pas prétendre au paiement du solde de la subvention, et il pourra être demandé à l'Autorité Urbaine Principale de rembourser la totalité de la subvention déjà reçue.
 3. Chaque partie à ce Contrat peut décider de résilier le Contrat moyennant un préavis écrit de trois mois à compter de la réception du courrier par l'autre partie. La résiliation prendra effet à la fin de la période de préavis, sauf si les parties en décident autrement par écrit. Si l'Autorité Urbaine Principale décide de résilier le Contrat dans le cadre de cette disposition, tous les paiements relatifs à la subvention seront interrompus, l'Autorité Urbaine Principale ne pourra pas prétendre au paiement du solde de la subvention, et il pourra être demandé à l'Autorité Urbaine Principale de rembourser la totalité de la subvention déjà reçue.
- n. the Main Urban Authority and the Project Partners receive additional funding from the European Union for all or part of the project expenditure reported under the Initiative during the period of the implementation of the project; or
 - o. the Main Urban Authority and/or one of its Project Partners is subject to an exclusion situation under Regulation No. 2018/1046.
2. If the Entrusted Entity terminates the Contract in accordance with article 15.1 of the present Contract before the full amount of the subsidy has been paid to the Main Urban Authority, all payments of the subsidy will be discontinued, the Main Urban Authority shall not be entitled to claim payment of the remaining amount of the subsidy, and the Main Urban Authority may be asked to refund the full subsidy already received.
 3. Each party to this Contract can decide to terminate the Contract with a three-month written notice from the receipt of the letter by the other party. The termination will take effect at the end of the notice period unless the parties agree otherwise in writing. In case the Main Urban Authority decides to terminate the Contract according to that provision, all payments of the subsidy will be discontinued, the Main Urban Authority shall not be entitled to claim payment of the remaining amount of the subsidy, and the Main Urban Authority may be asked to refund the full subsidy already received.

4. Après résiliation, les obligations de l'Autorité Urbaine Principale (entre autres, celles énoncées aux articles 3, 9, 12, 16, 18 et 19 du présent Contrat) continuent à s'appliquer.
4. After termination, the Main Urban Authority's obligations (inter alia articles 3, 9, 12, 16, 18 and 19 of the present Contract) continue to apply.

Article 16

Recouvrement des montants indus

1. En présence de fonds indûment versés ou improprement utilisés par les bénéficiaires, l'Entité Mandatée prend toutes les mesures applicables pour recouvrer ces fonds, y compris en engageant des poursuites judiciaires, si nécessaire et pertinent.
2. En cas de manquement de l'Autorité Urbaine Principale à ses obligations de pérennité et de durabilité des investissements du projet (cf. articles 10.3 et 10.4 du présent Contrat), l'Entité Mandatée est habilitée à exiger le remboursement de la subvention, en totalité ou en partie (à sa propre discrétion).
3. Si l'Entité Mandatée exerce son droit de résiliation au titre de l'article 15 du présent Contrat, elle est habilitée à exiger le remboursement de la subvention, en totalité ou en partie (à sa propre discrétion), s'il est avéré que l'une des situations énumérées à l'article 15.1 est en cause.
4. Si l'Entité Mandatée exerce son droit de recouvrement, l'Autorité Urbaine Principale doit, dans un délai d'un mois, transférer le montant requis par l'Entité Mandatée sur le compte bancaire de l'Initiative indiqué dans l'ordre de recouvrement émis par l'Entité Mandatée à l'attention de l'Autorité Urbaine Principale.

Article 16

Recovery of undue amounts

1. Where funds have been unduly paid to or incorrectly used by beneficiaries, the Entrusted Entity will take all applicable measures to recover those funds, including by bringing legal proceedings where necessary and relevant.
2. Should the Main Urban Authority fail to comply with project investments' sustainability and durability obligations (see articles 10.3 and 10.4 of the present Contract), the Entrusted Entity is entitled to demand repayment of the subsidy in whole or in part (at its own discretion).
3. If the Entrusted Entity exercises its right of termination under article 15 of the present Contract, it is entitled to demand repayment of the subsidy in whole or in part (at its own discretion), if it has evidence that any of the situation listed in article 15.1 of the present Contract has occurred.
4. If the Entrusted Entity exercises its right of recovery, the Main Urban Authority must transfer the amount requested by the Entrusted Entity within one month to the Initiative bank account specified in the recovery order issued to the Main Urban Authority by the Entrusted Entity.

- | | |
|--|--|
| <p>5. Tout retard de remboursement par l'Autorité Urbaine Principale donne lieu à des intérêts à compter de la date d'exigibilité et jusqu'à la date du paiement effectif à un taux déterminé conformément à l'article 88 du règlement (UE) n° 2021/1060.</p> | <p>5. Any delay in effecting repayment by the Main Urban Authority shall give rise to interest on account of late payment, starting on the due date and ending on the date of actual payment. The interest rate will be determined in accordance with Article 88 of Regulation (EU) 2021/1060.</p> |
| <p>6. Si l'Autorité Urbaine Principale ou un Partenaire du Projet est impliqué dans plus d'un projet EUI-IA, et manque de restituer les sommes indûment versées dans un des projets financés par l'Initiative EUI-IA, l'Entité Mandatée est en droit de déduire les sommes FEDER dues par l'Autorité Urbaine principale ou par le Partenaire de Projet concerné de tout paiement restant à effectuer au titre d'un autre projet.</p> | <p>6. If the Main Urban Authority or a Project Partner is involved in more than one EUI-IA projects and fails to return unduly paid funds in one of the projects funded by the Initiative, the Entrusted Entity has the right to withdraw the corresponding ERDF relating to the Main Urban Authority or Project Partner in question from any open payment in the other project.</p> |
| <p>7. Les dispositions précédentes n'affectent en rien les autres voies de recours.</p> | <p>7. Any further legal claims shall remain unaffected by the above provisions.</p> |

Article 17

Succession légale et cession des droits

1. L'Entité Mandatée est en droit, à tout moment, de céder les droits qui lui sont reconnus par le présent Contrat. En cas de cession, l'Entité Mandatée en informera l'Autorité Urbaine Principale sans délai. L'Autorité Urbaine Principale n'est autorisée à transférer ou céder à un tiers ses obligations et droits provenant du présent Contrat, qu'avec le consentement écrit préalable de l'Entité Mandatée.
2. En cas de succession légale, l'Autorité Urbaine Principale est tenue de transférer au successeur légal l'ensemble des obligations supportées au titre de ce Contrat. Elle doit au préalable notifier immédiatement l'Entité Mandatée de toute modification, par écrit.

Article 17

Legal succession and assignment of rights

1. The Entrusted Entity is entitled at any time to assign its rights under this Contract. In case of assignment, the Entrusted Entity will inform the Main Urban Authority without delay. The Main Urban Authority is allowed to transfer or assign to a third party its obligations and rights stemming from this Contract only after receipt of prior written consent of the Entrusted Entity.
2. In cases of legal succession, the Main Urban Authority is obliged to transfer all duties under this Contract to its legal successor. It shall notify immediately the Entrusted Entity about any change beforehand and in writing.

Article 18

Réclamations et conflits

1. Pour toute réclamation déposée contre une décision prise par une ou plusieurs autorités de l'Initiative, l'Autorité Urbaine Principale doit suivre la procédure indiquée dans le Chapitre 3 du Guide EUI-IA.
2. Tout litige entre les parties qui ne pourrait être résolu à l'amiable concernant leur relation contractuelle et, plus précisément, l'interprétation, l'exécution et la résiliation du présent Contrat, sera porté devant le Tribunal Administratif de Lille qui a compétence exclusive, lorsque toutes les autres voies sont épuisées, même lorsque la procédure implique une garantie d'une partie tierce ou une pluralité de défendeurs.

Article 19

Législation applicable

1. Ce Contrat est régi par le droit français. En cas de désaccord menant à une situation contentieuse, le Tribunal Administratif de Lille aura compétence exclusive.
2. Conformément à la loi française n° 94-665 du 4 août 1994, une version française du Contrat doit être prévue. Les versions anglaise et française du présent Contrat font foi. Les parties contractantes pourront se prévaloir des dispositions des deux versions.
3. En cas de divergences entre ce Contrat de Subvention et la Convention de Partenariat, les dispositions du présent

Article 18

Complaints and disputes

1. In case of a complaint following a decision taken by one or more Initiative authorities, the Main Urban Authority has to follow the procedure laid down in the Chapter 3 of the EUI-IA Guidance.
2. Any dispute between the parties which could not be resolved amicably concerning their contractual relationship and, more specifically, the interpretation, performance and termination of this Contract, shall be referred to the Administrative Tribunal of Lille (Tribunal Administratif de Lille) which shall have exclusive jurisdiction, once all other practical routes have been exhausted, even when proceedings involve a third-party guarantee or more than one defendant.

Article 19

Applicable law

1. This Contract is governed by French law. In case of disagreement leading to a dispute, the Administrative Tribunal of Lille (Tribunal Administrative de Lille) shall have exclusive jurisdiction.
2. According to French law number 94-665 of the 4 August 1994, a French version of the Contract has to be set. The English and French versions of the present Contract are in force. The contracting parties will be able to invoke the provisions of the two versions.
3. In case of discrepancies between this Subsidy Contract and the Partnership Agreement, the provisions of the present

Contrat et le droit français prévaudront, conformément aux dispositions du point 1 du présent article.

Contract and French law shall prevail, pursuant to the point 1 of the present article.

Article 20
Avenants

Article 20
Amendments

1. Si une disposition du présent Contrat devait s'avérer totalement ou partiellement inapplicable, les parties au Contrat s'engagent à la remplacer par une disposition applicable se rapprochant le plus possible de l'objectif de la disposition inapplicable.
2. Les avenants ou modifications apportées à ce Contrat, y compris ses annexes, ne seront applicables qu'à la condition d'être approuvées par écrit par les Autorités de l'Initiative appropriées.

1. 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.
2. Amendment or modification to this Contract, including its annexes, will only be effective if they have been agreed in writing by the appropriate Initiative Authorities.

Article 21
Correspondance avec le Secrétariat
Permanent

Article 21
Correspondence with the Permanent
Secretariat

Toute correspondance entre l'Autorité Urbaine Principale et le Secrétariat Permanent/ Entité Mandatée entrant dans le cadre du présent Contrat doit être adressée en anglais aux contacts du Secrétariat Permanent précisés sur le site internet de l'Initiative :

<https://www.urban-initiative.eu/>

All correspondence between the Main Urban Authority and the Permanent Secretariat/ Entrusted Entity under this Contract must be in the English language and has to be sent to the Permanent Secretariat contact details specified on the Initiative website:

<https://www.urban-initiative.eu/>

Article 22
Signatures et entrée en vigueur du
Contrat

Article 22
Signatures and entry into force of the
Contract

1. Ce Contrat est émis en deux exemplaires. Chaque exemplaire doit être signé par l'Autorité Urbaine Principale et par l'Entité Mandatée.
2. Ce Contrat entrera en vigueur le jour de sa signature par la dernière partie.

1. This Contract is issued in two originals. Each original must be countersigned by the Main Urban Authority and by the Entrusted Entity.
2. The Contract will enter into force on the day of signature by the latest party.

Signatures of the parties

Pour l'Entité Mandatée :

Je soussigné(e) accepte le contenu et les dispositions de la Convention de Subvention, Conditions Particulières et Générales incluses.

Je confirme également être officiellement habilité(e) à signer cette Convention de Subvention.

For the Entrusted Entity:

I hereby accept the contents and provisions of the Grant Agreement, including the Particular and General Conditions.

I also confirm to be officially entitled to sign this Grant Agreement.

Prénom et nom du signataire

Name and surname of the signatory : Anne WETZEL

Fonction du signataire

Function of the signatory : Directrice Europe

Nom de l'organisation

Name of the organisation : Conseil Régional Hauts-de-France

Signature (et tampon, si disponible)

Signature (and stamp, if available)


Anne WETZEL
Directrice Europe
Région Hauts-de-France

Lieu et date

Place and date : Lille, le

20 JUIN 2024

Pour l'Autorité Urbaine (Principale) :

Je soussigné(e) accepte le contenu et les dispositions du Contrat de Subvention.

Je confirme également être officiellement habilité(e) à signer ce Contrat de Subvention.

For the Main Urban Authority:

I hereby accept the contents and provisions of the Subsidy Contract.

I also confirm to be officially entitled to sign this Subsidy Contract.

Prénom et nom du signataire
Name and surname of the signatory

GIOVANNI GIROCCINI


Fonction du signataire
Function of the signatory

HEAD OF GREEN FESTIVAL UNIT

Nom de l'organisation
Name of the organisation

COMUNE DI BOLOGNA - MUNICIPALITY OF BOLOGNA

Signature (et tampon, si disponible)
Signature (and stamp, if available)

[Signature] 

Lieu et date
Place and date :

BOLOGNA 31/7/2024

ANNEXE 1

Dernière version approuvée du Dossier de candidature

ANNEX 1

Latest approved version of the Application Form

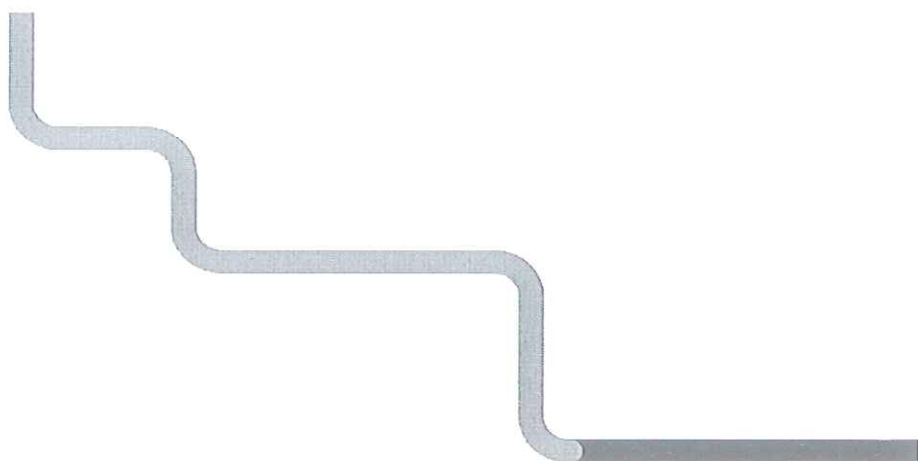
ANNEXE 2

Notification d'approbation

ANNEX 2

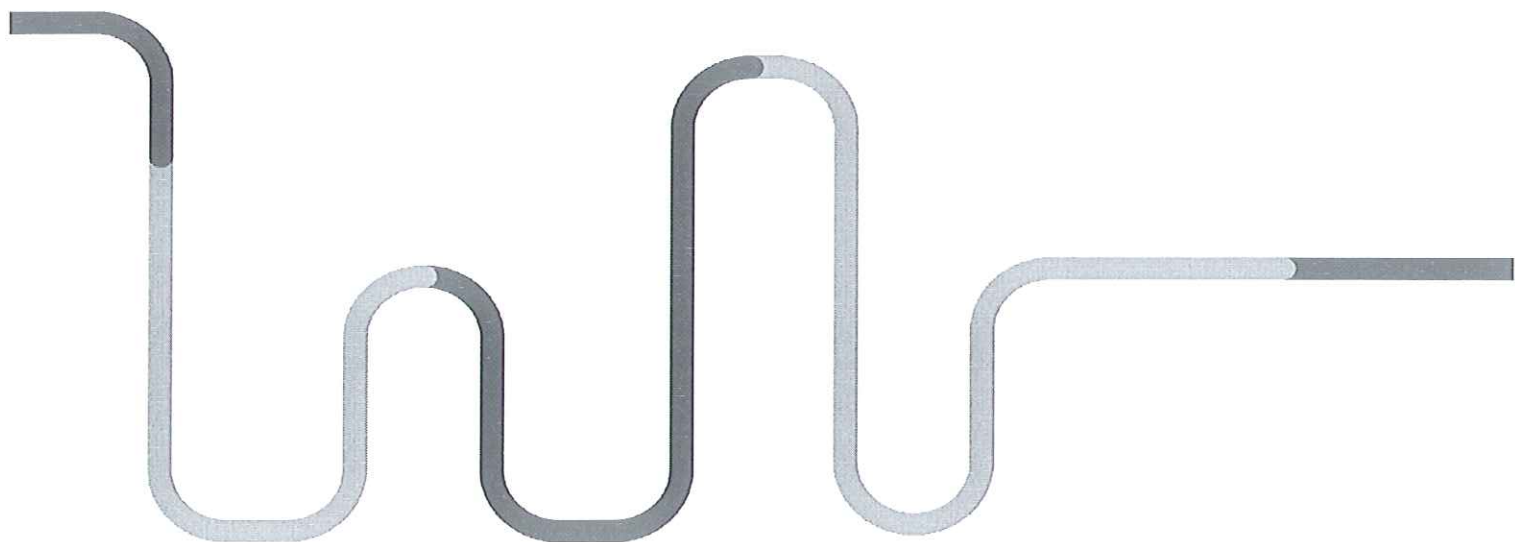
Approval notification

EUROPEAN
U R B A N
I N I T I A T I V E



Project EUI02-064 TALEA

Partnership Agreement



Co-funded by
the European Union



Partnership Agreement
for the implementation of the project
EUI02-064 – TALEA
Green cells leading to Green transition
Within the EUI-IA Initiative

Main Urban Authority / Delivery Partner 1	Municipality of Bologna
Delivery Partner 2	Fondazione Pietro Giacomo Rusconi, Villa Ghigi, per l'Innovazione Urbana
Delivery Partner 3	Alma Mater Studiorum – Università di Bologna
Delivery Partner 4	Fondazione Bruno Kessler
Delivery Partner 5	R2M Solution S.r.l.
Delivery Partner 6	R3GIS S.r.l.
Delivery Partner 7	CINECA Consorzio Interuniversitario
Transfer Partner 1	Municipality of Marseille
Transfer Partner 2	Municipality of Riga
Transfer Partner 3	Municipality of Cluj-Napoca

CHAPTER 1 - GENERAL PROVISIONS AND PROJECT MANAGEMENT	5
ARTICLE 1. LEGAL FRAMEWORK AND DEFINITIONS.....	5
ARTICLE 2. SCOPE OF THE AGREEMENT	5
ARTICLE 3. DURATION OF THE AGREEMENT	6
ARTICLE 4. DECISION-MAKING UNDER THE AGREEMENT	6
CHAPTER 2 – PROJECT PARTNERS OBLIGATIONS.....	8
ARTICLE 5. GENERAL OBLIGATIONS OF THE PARTIES	8
ARTICLE 6. PROJECT AND INITIATIVE PERFORMANCE.....	10
ARTICLE 7. COMMUNICATION AND PUBLICITY.....	10
ARTICLE 8. INTELLECTUAL PROPERTY RIGHTS	10
CHAPTER 3 – PROJECT BUDGET, FINANCES AND CONTROLS.....	11
ARTICLE 9. PROJECT BUDGET	11
ARTICLE 10. FINANCIAL MANAGEMENT AND INTERNAL REPORTING.....	11
ARTICLE 11. ELIGIBILITY OF EXPENDITURE AND FLEXIBILITY	12
ARTICLE 12. MANAGEMENT OF PAYMENTS, LUMP SUMS, AND FINANCING OF JOINT ACTIVITIES	13
ARTICLE 13. AUDIT RIGHTS, EVALUATION OF THE PROJECT AND ARCHIVING OF DOCUMENTS	14
CHAPTER 4 - RESPONSIBILITY, LIABILITY FOR UNFULFILLED OBLIGATIONS AND REPAYMENT .	14
ARTICLE 14. RESPONSIBILITIES OF THE PARTIES.....	14
ARTICLE 15. NON-FULFILMENT OF OBLIGATIONS AND LIABILITY	15
ARTICLE 16. REPAYMENT OF FUNDS	15
CHAPTER 5 – CONCLUDING PROVISIONS.....	16
ARTICLE 17. DELEGATION AND LEGAL SUCCESSION.....	16
ARTICLE 18. CHANGES IN THE PARTNERSHIP	16
ARTICLE 19. AMENDMENT OF THE AGREEMENT AND PROJECT MODIFICATION	16
ARTICLE 20. DISPUTE SETTLEMENT	17
ARTICLE 21. FINAL PROVISIONS	17
SIGNATURES:	18

Having regard to the legal framework and obligations and responsibilities set out in the articles 1 and 8 of the Subsidy Contract signed between the Entrusted Entity and the Municipality of Bologna, acting as Main Urban Authority of the project EUI02-064 - TALEA.

The following Agreement shall be made between:

The Municipality of Bologna,

Hereinafter referred to as the Main Urban Authority (MUA),

Represented by: Giovanni Ginocchini,

And Fondazione Pietro Giacomo Rusconi, Villa Ghigi, per l'Innovazione Urbana,

Represented by: Erika Capasso

And Alma Mater Studiorum – Università di Bologna,

Represented by: Fabrizio Ivan Apollonio

And Fondazione Bruno Kessler

Represented by: Marco Pistore

And R2M Solution s.r.l.

Represented by: Andrea Costa

And R3GIS s.r.l.

Represented by: Paolo Viskanic

And CINECA Consorzio Interuniversitario

Represented by Francesco Bettini

And The Municipality of Mareseille

Represented by Joël Canicave

And The Municipality of Riga

Represented by Gatis Štolcers

And The Municipality of Cluj-Napoca

Represented by Emil Boc

Hereinafter referred to as the Parties.

For the implementation of the EUI-IA project EUI02-064 – TALEA, approved by the Selection Committee on 21st May 2024, the following Agreement shall be made between the Project Partners, and the Parties have agreed as follows:

CHAPTER 1 - GENERAL PROVISIONS AND PROJECT MANAGEMENT

ARTICLE 1. LEGAL FRAMEWORK AND DEFINITIONS

1. For the purpose of this Agreement, the legal framework as set out in the article 1 of the Subsidy Contract should apply.
2. For the purpose of this Agreement, the following words shall have the following meanings:

Agreement: Partnership Agreement.

Application Form: the Application Form submitted for funding by the partners on 3rd October 2023, Annex 1 of this Agreement, together with any amendments to the Application Form which are or will be approved by the Initiative Authorities.

Approval Decision: the approval decision of the Selection Committee as indicated in the Subsidy Contract.

Initiative: the European Urban Initiative.

Initiative Authorities: the Entrusted Entity, the Permanent Secretariat, the European Commission, and the Accounting Function.

Main Urban Authority: the Municipality of Bologna, the main responsible entity for the overall project implementation and management. It bears the entire financial and juridical responsibility vis-à-vis the Entrusted Entity.

Partnership Agreement: the present Agreement, signed between all the Project Partners containing all duties and responsibilities of each Project Partner before, during and after the project implementation.

Project: EUI02-064 – TALEA, Green cells for a Green transition as described in the latest valid version of the Application Form.

Project Partners: Entities named in the Application Form as project stakeholders having a dedicated budget. They include:

- the Main Urban Authority and **Delivery Partners** having an active role and responsibilities in the implementation of the project,
- **Transfer Partners**, being Urban Authorities joining the Partnership in the course of project implementation, to foster the adaptability of the tested solution to other urban contexts in the EU.

Subsidy: the maximum ERDF co-financing allocated to the project in accordance with the Application Form.

Subsidy Contract: Contract signed between the Entrusted Entity and the Main Urban Authority, specifying the conditions upon which the Entrusted Entity transfers the subsidy for the project implementation to the Main Urban Authority (on behalf of all Project Partners).

EUI-IA Guidance: the latest published version of the EUI-IA Guidance, complemented by the thematic factsheets.

ARTICLE 2. SCOPE OF THE AGREEMENT

1. The Parties to this Agreement are the Main Urban Authority and the Project Partners as above-mentioned and listed in the latest approved version of the Application Form.

2. The subject of this Agreement is to lay down arrangements and establish cooperation principles and rules of procedure which regulate the rights and responsibilities among the Parties of the Partnership for the successful implementation of the project, as indicated in the Annexes. The Annexes - including all provisions that are based on and refer to - are considered to be an integral part of this Agreement:
 - **Annex 1** – the latest version of the Application Form approved by the Initiative,
 - **Annex 2** – the signed Subsidy Contract between the Entrusted Entity and the Main Urban Authority,
 - **Annex 3** – Transfer Partners Identification forms.
3. The Main Urban Authority and all Project Partners commit themselves in jointly implementing the project in accordance with the distribution of tasks as set in the Application Form, with the aim to reach the project main objectives and results.
4. The terms and conditions herein are acknowledged and accepted by all Parties. The Main Urban Authority and the Project Partners are obliged to respect all rules and fulfil all obligations set forth in the present Agreement, the Subsidy Contract, the latest approved version of the Application Form, and the conditions and/ or recommendations under which the Initiative grants subsidies to the selected project.

ARTICLE 3. DURATION OF THE AGREEMENT

1. The Agreement will enter into force on the date on which it is signed by the last of the Parties.
2. The Agreement will remain in force until complete fulfilment of the Main Urban Authority and Project Partners' obligations under this Agreement and the Subsidy Contract. In particular, all relevant provisions necessary for the fulfilment of the archiving and audit obligations defined in this Agreement shall remain in force until 31st December 2035, the end of the period referred to in article 13.4 of the present Agreement.
3. If there is a non-resolved dispute between any of the Project Partners arising from the implementation of the project, the Partnership Agreement shall remain in force until the case is settled by the competent body.
4. The Agreement can be terminated prematurely by means of a decision taken by the Project Committee (art. 4.2), which also makes arrangements regarding the consequences of such premature termination. Should the Subsidy Contract terminate, the present Agreement would terminate equally.

ARTICLE 4. DECISION-MAKING UNDER THE AGREEMENT

1. At the beginning of the implementation phase (1st December 2024), 2 decision-making bodies will be created: the Project Committee and the Steering Committee.
2. The Project Committee will be composed by the legal representatives of all Delivery Partners, or their delegates; the Project Committee will:
 - a. approve annual reports to be sent to the Initiative Authorities by the following deadlines:
 - i. 31st December 2025
 - ii. 31st December 2026
 - iii. 31st December 2027
 - iv. 30th June 2028
 - b. approve the financial claims (FC) to be presented to the Initiative Authorities:
 - i. FC1 when the consortium has spent 35% of the overall project budget

- ii. FC2 within 3 months after the end of the project (by 31st August 2028)
 - c. approve the Final Qualitative Report to be submitted to the Initiative Authorities within 3 months after the end of the project (by 31st August 2028),
 - d. approve any request for major changes to be submitted to the Initiative Authorities, whether regarding the project budget or project activities,
 - e. the Project Committee will meet, either in person or remotely, to discuss and approve reports and requests set out in points a. b. c. and d. and whenever a partner requests a meeting, within 30 days from the request transmitted to the MUA,
 - f. the Project Committee will meet in an extraordinary session to discuss and decide on the proposal to exclude a Partner by the project. The proposal will be presented by MUA, the Partner whose participation is to be terminated will be allowed to present observations but will be excluded from the decision,
 - g. the Project Committee will be informed every trimester throughout the project implementation of the overall state of the art, through a dedicated newsletter,
 - h. secretariat and support for the Project Committee will be provided by MUA.
3. The Steering Committee will be composed by project and financial managers formally appointed by each Delivery Partner. Should a partner be in the position to change the project or financial manager for any reason, they will immediately inform MUA and proceed to appoint a new person with the necessary qualifications as soon as possible. It will function with varying compositions, depending on the issues and activities.
4. The Steering Committee will meet in full composition in person or remotely, to:
- a. assess and finalise the annual reports to be presented to the Project Committee,
 - b. assess and finalise the financial claims to be presented to the Project Committee,
 - c. assess and finalise any major change request to present to the Project Committee,
 - d. assess and finalise the Final Qualitative Report to be presented to the Project Committee,
 - e. assess, finalise and approve any minor change to the project budget or activity, informing the Project Committee,
 - f. assess the milestones set out in the Monitoring Plan and share feedback from the Initiative Authorities,
 - g. anytime a partner requests a meeting, within 15 days from the request transmitted to the MUA.
5. The Steering Committee will meet in varying compositions:
- a. every six months to monitor expenses and budgetary matters (financial officers will participate),
 - b. according to the deadlines set out in the Application form, to assess, finalise and approve deliverables (project officers of partners involved in the specific WP will participate),
 - c. anytime a partner requests a meeting on a specific WP, within 15 days from the request transmitted to the MUA (project officers of partners involved in the specific WP will participate).
6. Decision-making process:
- a. decisions by the Project Committee and the Steering Committee will be taken by consensus. Whenever consensus cannot be reached, the decision will be taken by 2/3 of partners. The majority must include MUA,
 - b. decisions about activities and budget of a specific partner will be taken by the partner's legal representative, in agreement with MUA.

7. Transfer Partners will be invited to attend Project Committee meetings and, when relevant, Steering Committee meetings, without voting rights.
8. Any decision, assessment or finalisation not specifically foreseen in the present Agreement will be taken by the Steering Committee, unless the Steering Committee itself decide to refer the decision to the Project Committee.
9. A working group is established for each work package. Each working group is composed of the partners involved in the activity of the specific work package and coordinated by the work package leader, who decide on the organization and schedule of the work. The working groups are operational units, ensuring that:
 - i) the project will meet expected results in the most efficient way
 - ii) deliverables meet the highest quality mark, so that they will be accepted by relevant stakeholders
 - iii) deadlines set out in the latest approved version of the application form are met.
 Any decision outside of operational management must be raised to the Steering Committee.

CHAPTER 2 – PROJECT PARTNERS OBLIGATIONS

ARTICLE 5. GENERAL OBLIGATIONS OF THE PARTIES

5.1 Obligations of the Main Urban Authority:

- a. the Main Urban Authority will comply with all obligations deriving from the Subsidy Contract the EUI-IA Guidance and the present Agreement, and is in charge of the overall coordination, management and implementation of the project,
- b. the Main Urban Authority will represent the consortium of signatories partners towards the Entrusted Entity and other Initiative Authorities. It will mediate between the consortium and the Initiative Authorities and report back to Project partners all feedbacks and information,
- c. the Main Urban Authority guarantees that all Project Partners have complied with all legal requirements, according to the provisions of Art. 5.2 letter c) and that all necessary approvals for the proper implementation of the project have been obtained,
- d. the Main Urban Authority ensures that it is not in one of the situations of exclusion provided for in Regulation (EU, EURATOM) N°2018/1046, and ensures, according to the provisions of Art. 5.2 letter C), that its representatives and the Project Partners are not in a situation of exclusion either. The Main Urban Authority undertakes throughout the duration of the Subsidy Contract to inform the Entrusted Entity without delay if it becomes aware that one of the Project Partners is in any of the situations of exclusion and take the appropriate measures to exclude the Project Partner from the project,
- e. the Main Urban Authority assumes sole responsibility for the entire project towards the Entrusted Entity. It will ensure the timely commencement of the project, and the implementation of the entire project within the time schedule in compliance with all obligations to the Entrusted Entity. Likewise, it shall ensure that all activities foreseen within the project are carried out respecting the Annex 1 to this Agreement, all relevant EU and national legislations, and are in line with the EUI-IA Guidance,
- f. it shall notify the Entrusted Entity of any factors that may adversely affect (delay, hinder or make impossible) the implementation of the project activities and/or financial plan, as well as all circumstances that may cause minor changes, technical adjustments, and major changes to the approved Application Form,
- g. the Main Urban Authority shall be the beneficiary of the ERDF grant and shall manage the funds in accordance with the details of this Agreement. Inter alia, it shall ensure their timely onward transfer to

the Project Partners, within 90 days from the actual reception of the payment. Any delay shall be duly justified,

- h. the Main Urban Authority shall be responsible for the administrative and sound financial management of the funds, including regarding the arrangements for recovering amounts unduly paid. It shall also be responsible for verifying that the expenditure declared by the Project Partners has been incurred only for the purpose of implementing the project, and that it corresponds to the activities agreed between the Project Partners in the frame of the approved Application Form and in accordance with the Subsidy Contract,
- i. the Main Urban Authority is responsible for implementing and delivering project transfer activities and bears the responsibility for all relations with Transfer Partners,
- j. the Main Urban Authority shall promptly inform Project Partners about all relevant communication between itself and the Entrusted Entity and shall inform the Project Partners about all essential issues connected to project implementation,
- k. any other tasks agreed with the Project Partners.

5.2 Obligations of the Project Partners

Each Project Partner shall:

- a. undertake all actions necessary for full, timely and smooth implementation of its part of the project, in line with the latest approved version of the Application Form, and as set out in the project Work Plan or otherwise agreed, and in accordance with the description of tasks in the Subsidy Contract,
- b. take all necessary steps enabling the Main Urban Authority to comply with its responsibilities as stipulated in the Subsidy Contract,
- c. comply with the statutory rules under European law, national statutory regulations, orders, decrees, and rulings, permits and exemptions which are relevant for the performance of the present Agreement, specifically with respect to their own portion of the project. This includes inter alia rules on public procurement, State aid, publicity, further rules on environmental protection, non-discrimination and equal opportunities,
- d. ensure that neither itself nor its representatives are in one of the situations of exclusion provided for in Regulation (EU, EURATOM) N°2018/1046. Project Partners undertake throughout the duration of the Subsidy Contract to inform the Main Urban Authority without delay if it becomes aware that its Partner Organization is in any of the situations of exclusion,
- e. nominate a project officer and a financial officer for the parts of the project for which it is responsible and give the Main Urban Authority the authority to represent the Project Partner in the project,
- f. provide the Main Urban Authority/ Initiative Authorities/ other bodies involved in the Initiative implementation, with all the requested information. This includes those necessary for project coordination, monitoring, implementation, and evaluation, and for reporting purposes, audit or requests for payment. The information so requested will be provided on time and complete,
- g. notify immediately the Main Urban Authority of any event or relevant circumstances that could lead to a temporary or final discontinuation or any other deviation of the project, or adversely affect implementation of the project in accordance with the Application Form Work Plan (correctness, timeliness, effectiveness, or completeness of the actions). It shall also inform the Main Urban Authority of any change related to the name of the organisation, contact details, legal status or any other change concerning the Project Partner's legal entity,
- h. comply with the planned budget by cost category, spending plan by Project Partner, allocation of tasks and objectives, outputs and results by Project Partner as indicated in the Application Form and to notify the Main Urban Authority without delay of any event that may lead to a deviation.

- i. Notify the Main Urban Authority in advance, without undue delay, in the case of very significant expenditures or expenditures close to the ceiling of the budget line.

ARTICLE 6. PROJECT AND INITIATIVE PERFORMANCE

1. In case a Project Partner does not successfully reach one or more expected objectives, outputs, or results as set out in the Application Form, the concerned Project Partner will provide MUA with full a thorough explanation and a proposal for a correction plan, to be presented to the Initiative Authority. The Partner will be responsible to apply the correction plan and follow any further corrective measures requested by the Initiative Authorities.
2. In case one or more Project Partner(s) fail(s) to respect the contractual arrangements on delivery in time, delivery to budget and delivery of outputs as defined in the Application Form, the Initiative may reduce the subsidy allocated to the project and, if necessary, stop the project by terminating the Subsidy Contract. In such cases, the concerned Project Partner(s) will be liable in compliance with the provisions of Chapter 4 of this Agreement.

ARTICLE 7. COMMUNICATION AND PUBLICITY

1. Each Project Partner will contribute to implement the Communication Plan, set out in WP4, to ensure adequate promotion of the project and its results towards potential target groups, project stakeholders and the general public.
2. Any and all communication about the project will be done in compliance with the Annex IX of Regulation (EU) No 2021/1060, the Subsidy Contract (article 12) and the EUI-IA Guidance. Particular attention shall be paid by beneficiaries to the visibility of the EU funding: any communication or publication related to EUI-IA projects made by beneficiaries, including at conferences, seminars or in any information or promotional materials, shall indicate European Union support and shall display the European Union emblem. When displayed in association with another logo, the European Union emblem must have appropriate prominence.
3. Unless differently required by the Entrusted Entity, any notice or publication in relation to the project, made in any form and by any means, including the Internet, must state that it only reflects the author's views and that the Initiative Authorities are not liable for any use that may be made of the information contained therein.
4. Each Project Partner agrees that the Initiative Authorities shall be authorised to publish, in any form and by any means, including the Internet, the following information:
 - the name and contact details of the Main Urban Authority and of the Project Partners,
 - the project title,
 - a summary of the project activities,
 - the objectives of the project and the subsidy,
 - the project start and end date,
 - the amount of the subsidy and the total budget of the project,
 - the geographical location of the project implementation,

ARTICLE 8. INTELLECTUAL PROPERTY RIGHTS

1. All intellectual property, outputs and results (whether tangible or intangible) that derive from the project will be the property of the Main Urban Authority and the Project Partners.

2. Notwithstanding the terms of article 8.1 above, the results of the project have to be made available to the general public free of charge by the Main Urban Authority and Project Partners. The Entrusted Entity and any other Initiative Authority may reserve the right to use all the results for information and communication actions in respect of the Initiative. If there are pre-existing intellectual and industrial property rights which are made available to the project, these will be fully respected provided that they are notified by the Main Urban Authority and Project Partners to the Entrusted Entity in writing.
3. Any income generated by the intellectual property rights must be managed in compliance with the applicable EU, national and Initiative rules.
4. Any piece of equipment having a life-cycle that exceeds the project duration purchased by partners with projects funds must remain at the disposal of the Main Urban Authority and must be utilized towards the same objectives and the same beneficiaries set out in the Application Form.

CHAPTER 3 – PROJECT BUDGET, FINANCES AND CONTROLS

ARTICLE 9. PROJECT BUDGET

1. The Budget for the overall TALEA Project is the one illustrated in the most recent approved version of the Application form, adjusted with a redistribution of the lump-sum for the initiation phase agreed by partners. At the time of signing the present document, the budget is summarized in the following chart:

Partner	ERD funding	Co-funding	Total
COBO	2.875.363,20 €	718.840,80 €	3.594.204,00 €
Fondazione I.U.	446.915,84 €	111.728,96 €	558.644,80 €
Unibo	480.435,20 €	120.108,80 €	600.544,00 €
Fondazione B.K.	304.158,72 €	76.039,68 €	380.198,40 €
R2M Solution s.r.l.	294.170,24 €	73.542,56 €	367.712,80 €
R3GIS srl	159.654,72 €	39.913,68 €	199.568,40 €
CINECA	79.286,40 €	19.821,60 €	99.108,00 €
Municipality of Marseille	120.000,00 €	30.000,00 €	150.000,00 €
Municipality of Riga	120.000,00 €	30.000,00 €	150.000,00 €
Municipality of Cluj-Napoca	120.000,00 €	30.000,00 €	150.000,00 €
Total	4.999.984,32 €	1.249.996,08 €	6.249.980,40 €

ARTICLE 10. FINANCIAL MANAGEMENT AND INTERNAL REPORTING

1. The financial manager/officer from each partner will attend the training that will be organised by the First Level Control as part of the Initiation phase.
2. Each partner will manage their expenses and documentation in line with the provisions set out in the EUI-IA Guidance document, in the Subsidy contract and in accordance to relevant National legislation. Whenever EUI-IA Guidance and relevant National legislation set different requirements for tendering and selecting providers, the stricter set of rules prevail.

3. Each partner will directly report their expenses on the EUI-IA Electronic Exchange Platform (EEP). The Main Urban Authority retains the right to assess expenses documentation, in full or by sample, before the submission of the Financial Statements. To allow this assessment, Partners:
 - a. will provide the requested expenses documentation in a timely manner,
 - b. will provide explanation and certification,
 - c. will integrate expenses documentation if requested by the MUA.
4. In order to facilitate the assessment of overall budget management and allows to foresee eventual needs for minor or major changes Internal financial reporting will be carried out by partners each semester. On month 7, 19 and 31 of the implementation phase, partners will provide an overlook of the sustained costs, using a form provided by MUA, relating to the previous 6 months. On months 13 and 25 of the implementation phase partners will provide a detailed report of expenses sustained in the previous year using a form provided by MUA and all related expenses documentation.

ARTICLE 11. ELIGIBILITY OF EXPENDITURE AND FLEXIBILITY

1. The financial officer from each partner will attend the training that will be organised by the First Level Control as part of the Initiation phase.
2. Each Delivery Partner can only report eligible expenditure. In order to be deemed eligible, the reported expenditure of each Delivery Partner shall:
 - a. relate to activities and costs which are carried out, incurred, and billed from the date of the project start date to the project end date as indicated in the Application Form,
 - b. relate to activities set out in the Application Form which are necessary for carrying out the project and achieving the project's objectives, outputs and results, and are included in the budget of the Application Form,
 - c. be reasonable, justified, and comply with the applicable EU and Initiative rules. In the absence of rules set at EU or Initiative level or in areas that are not precisely regulated, national or institutional rules in accordance with the principles of sound financial management apply,
 - d. be incurred and paid out by the Delivery Partner and be substantiated by proper evidence allowing identification and checking,
 - e. be identifiable, verifiable, plausible, determined in accordance with the relevant accounting principles, and recorded in a separate accounting system or with an adequate accounting code,
 - f. be verified by a First Level Control in accordance with Regulation (EU) no 2021/1060, article 74,
 - g. In case a Delivery Partner does not comply with the provisions of article 8.3 and 9.1, the Main Urban Authority and/or the Initiative Authorities may impose corrective measures which have to be implemented by the concerned Delivery Partner. Those corrective measures can lead to the exclusion of any ineligible expenditure and to the request for repayment of all or part of the subsidy.
3. Simplified costs options may be applied by partners to staff costs, that are calculated as a lump sum. The budget for Transfer Partners exclusively takes the form of a lump sum. For all partners, Office and Administration and Travel and Accommodations are also calculated as a lump sum. All lump sum costs do not need to be documented. Nevertheless, outputs-based controls can be carried out to check the evidence of transfer outputs delivery.
4. As stated in the EUI-IA Guidance (Version April 2024) budget shifts within 25% between WPs, Cost Items and Project Partners do not require the pre-emptive approval by the Permanent Secretariat. Such shifts must not interfere with the implementation of project activities, such as described in the application

form. If Project Partners identify the need for a budget shift to more effectively implement project activities, they must inform the MUA in a timely manner.

5. Costs items that are calculated as a lump sum vary automatically with any shift in the related cost items, they're a percentage of. I.E. Office and Administration and Travel and Accommodations are a percentage of staff costs. Any shift in Staff Costs will imply a change in these items which, in turn, cannot be the sole recipient of budget shifts.
6. Any shift of resources within a Partner's budget cannot exceed the overall budget originally foreseen for that partner in the Application form, unless it's within a broader framework of shifts between partners, agreed by the Project Committee.
7. The overall ERDF contribution to the project set in the Application Form cannot be increased.

ARTICLE 12. MANAGEMENT OF PAYMENTS, LUMP SUMS, AND FINANCING OF JOINT ACTIVITIES

1. Payments are made, in accordance to the subsidy contract, from the Permanent Secretariat to the Main Urban Authority as follows:
 - a. advanced of 50% within 80 days from the successful completion of the Initiation Phase,
 - b. Once 70% of the advanced payment is spent, Partners will submit Financial Claim 1, stating their expenses and providing all relative justifications. The First Level Control will assess the financial claim. If the whole reported expense is validated, the Permanent Secretariat will transfer within 80 days an intermediate payment equal to 30% of the whole project budget. Should the First Level Control validate only part of the expenses, a pro-rata payment will be transferred,
 - c. A Balance Payment will be paid, equal to maximum 20% of the total project budget, within 80 days of the approval of Financial Claim 2, at the end of the project.
2. The Main Urban Authority undertakes to timely transfer each Delivery Partner their corresponding quota of the funding, no later than 90 days from the actual payment by the Permanent Secretariat. Any delay shall be motivated.
3. The budget of each Transfer Partner takes the form of an output-based lump sum amounting to EUR 150 000. The corresponding ERDF of EUR 120 000 is paid to the Main Urban Authority who is responsible to release it to each Transfer Partner in accordance with the modalities of the EUI-IA Guidance: 30% upon the start of WP 8, to be reported in Financial Claim 1; 50% upon approval of Financial Claim 1; 20% balance payment after the validation and approval of Financial Claim 2, provided Transfer Partners' pre-defined and outputs are completed and submitted to the Permanent Secretariat. Should a Transfer Partner drop out during the implementation period or not deliver the requested outputs, this Partner is not entitled to claim the release of the lump sum (in whole or in part). This does not affect the release of the lump sum to the other Transfer Partners.
4. The financing of joint activities is governed by the contracting-Partner-only principle. The contracting Partner is the only one that budgets, contracts, actually pays, ensures verification and reports 100% of the cost item of joint benefit and receives the related ERDF.

ARTICLE 13. AUDIT RIGHTS, EVALUATION OF THE PROJECT AND ARCHIVING OF DOCUMENTS

1. The European Commission, the European Anti-Fraud Office, the European Court of Auditors, or other Initiative Authorities are entitled to audit the proper use of funds by the Project Partners or arrange for such an audit to be carried out by authorised persons.
2. Each Project Partners will produce all documents required for the audit, provide necessary information and give access to their business premises, if required.
3. In accordance with Regulation (EU) 2021/1060 Articles 44 and 45, each Project Partner undertakes to provide independent experts or bodies carrying out any project evaluation with any document or information necessary to assist the evaluation.
4. Each Project Partner will archive documents related to the project implementation until 31 December 2035. This period shall be longer if there are on-going audits, appeals, litigation or pursuit of claims concerning the Subsidy Contract. In such cases, the Project Partners shall keep the documents until such audits, appeals, litigation or pursuit of claims are closed.
5. Each Project Partner must ensure that all documents are kept either:
 - a. in their original form;
 - b. as certified true copies of the originals;
 - c. on commonly accepted data carriers including electronic versions of original documents;
 - d. or documents existing as electronic version only.
 Notwithstanding the foregoing, the archiving formats have to comply with national legal requirements.
6. The requirements as indicated in points (4) and (5) also apply to any Project Partner which leaves the Partnership before the end of the project.

CHAPTER 4 - RESPONSABILITY, LIABILITY FOR UNFULFILLED OBLIGATIONS AND REPAYMENT

ARTICLE 14. RESPONSIBILITIES OF THE PARTIES

1. The Main Urban Authority solely assumes responsibility for the entire project as defined in the Subsidy Contract towards the Entrusted Entity. It is liable for infringements of obligations under this Agreement by the Project Partners in the same way as for its own conduct.
2. Each Project Partner is directly and exclusively responsible to the Main Urban Authority for the due implementation of its respective project part, and for the proper fulfilment of its obligations as set out in this Agreement and in the Application Form.
3. In case a Project Partner does not comply with its obligations as described in the latest approved version of the Application Form and agreed upon in this Agreement and the relevant Annexes, the concerned Project Partner shall be the sole responsible for any liabilities, damages and costs, resulting from the non-compliance.
4. In specific cases of cooperation with third Parties (e.g. concluding sub-contracts) including suppliers of good/services, the Project Partner concerned shall remain solely responsible to the Main Urban Authority concerning compliance with its obligations as set out in this Agreement. The Main Urban Authority shall be informed by the Project Partner about the subject and party of any contract concluded with a third party. Any contracts with third Parties will have to be concluded in accordance with EU and national

legislation, including procedures set out in the public procurement rules applicable to the contracting Partner.

5. In case of irregularities the Main Urban Authority bears the overall responsibility towards the Entrusted Entity for the repayment of the amounts unduly paid. If the irregularity is committed by another Project Partner, the concerned organization shall repay to the Main Urban Authority the amounts unduly paid.

ARTICLE 15. NON-FULFILMENT OF OBLIGATIONS AND LIABILITY

1. Should one of the Project Partners not fulfil its obligations, the Main Urban Authority shall warn the concerned Project Partner and remind this Project Partner to comply within a maximum of 60 days.
2. Project Partners understand that the correct implementation of the project falls upon the Consortium as a whole and, although formal responsibility is upon the Main Urban Authority, they all commit to support in solving any problem that might arise by the inaction or incorrect action of one member of the consortium.
3. Should the non-fulfilment of obligations continue, in spite of notifications as mentioned under article 13.1 above, the Main Urban Authorities may decide to exclude/replace the concerned Project Partner, with approval of the other Project Partners as set in article 4.2.f. The Entrusted Entity shall be informed and consulted immediately by the Main Urban Authority of such a decision.
4. In case of non-fulfilment of a Project Partner's obligations having financial consequences for the funding of the project as a whole, the Main Urban Authority may demand compensation to cover the sum involved.
5. Each Project Partner shall be liable to the other Project Partners and shall indemnify for any damages or costs resulting from the non-compliance of its contractual duties as set forth in this Agreement and the relevant Annexes.
6. No Project Partner shall be held liable for not complying with its obligations as agreed upon this Agreement, should the non-compliance be caused by *force majeure*. In such a case, the Project Partner involved must announce this immediately in writing to the other Project Partners. The *force majeure* is any unpredictable and insurmountable event, occurred after the signing of the present Agreement and that prevents the total or the partial execution of the Agreement. Partners whose action is hindered by the *force majeure*, undertake all possible actions to counter its negative effects on the implementation of the project. The *force majeure* exonerates the Parties of the responsibility for not executing partially or totally the obligations stipulated in the Agreement during the limited period of time when they appear and only if the events were properly notified. It is not considered as being *force majeure* any event that, without creating an impossibility of execution, makes the execution of the obligations very difficult for one of the Parties.

ARTICLE 16. REPAYMENT OF FUNDS

1. Should the Entrusted Entity, in accordance with the provisions of the Subsidy Contract, demand repayment from the Main Urban Authority of all or part of the subsidy already transferred, each Project Partner concerned by the irregularity resulting in the repayment, is obliged to reimburse its share of the subsidy amount unduly received to the Main Urban Authority.
2. The Main Urban Authority shall, without delay, inform the concerned Project Partner about any ERDF amount unduly paid due to an irregularity as soon as it is informed by the Entrusted Entity. It shall also

forward, without delay, the letter by which the Entrusted Entity has asserted the recovery order and notify each Project Partner of the amount to be repaid. This amount is due by the deadline indicated by the Main Urban Authority.

3. In case the amount to be recovered shall be subject to interest, the interest rate will be determined in accordance with the provisions of the Subsidy Contract (article 16.5) and would be applied to each concerned Project Partner.

CHAPTER 5 – CONCLUDING PROVISIONS

ARTICLE 17. DELEGATION AND LEGAL SUCCESSION

1. No Project Partner shall have the right to transfer its rights and obligations under this Agreement without the prior consent of the other Project Partners and the responsible Initiative implementing bodies.
2. In cases of legal succession (e.g. when the beneficiary changes its legal form), the Main Urban Authority or the concerned Project Partner is obliged to transfer all duties under this Agreement to the legal successor. The Main Urban Authority shall be notified by the concerned Project Partner in written form and shall notify the Entrusted Entity according to the provisions set out in the Subsidy Contract.

ARTICLE 18. CHANGES IN THE PARTNERSHIP

1. The Project Partners agree not to back out of the project unless they have unavoidable reasons to do so, being aware of the fact that all changes in the Partnership need an approval of the relevant Initiative Authorities.
2. The Main Urban Authority informs the Entrusted Entity as soon as changes in the Partnership are foreseeable. Changes in the Partnership require a duly justified formal request for change from the Main Urban Authority and enter into force only after the approval by the relevant Initiative Authorities. However, once approved, they are valid retrospectively starting from the date when the written request was submitted. When required, an amendment to the present Agreement may be issued.
3. In case a Delivery Partner withdraws from the project or is excluded from it during project implementation, the remaining Delivery Partners shall undertake to find a rapid and efficient solution to ensure proper project implementation without any delay. Consequently, the Delivery Partners shall endeavour to cover the contribution of the withdrawing Delivery Partner, either by assuming its tasks by one or more of the remaining Delivery Partners or by involving a new Delivery Partner in the Partnership in line with the respective provision.
4. The provisions set for audits in article 13 of the present Agreement remain applicable to the Project Partner that backed out of the project or was excluded from the project.

ARTICLE 19. AMENDMENT OF THE AGREEMENT AND PROJECT MODIFICATION

1. This Agreement shall only be amended in writing by means of an amendment to that effect signed by all Parties involved. The Main Urban Authority shall notify and share a scanned copy with the Entrusted Entity any amendment or supplement to the present Agreement.

2. Modifications to the project that have been approved by the relevant Initiative Authorities, in compliance with the procedure set in the EUI-IA Guidance, can be carried out without amending the present Agreement, unless directly related to the composition of the Partnership.

ARTICLE 20. DISPUTE SETTLEMENT

1. In case of any disputes (even if regarded as such by only one of the Project Partners), which may arise owing to a further agreement or an actual action which is wholly or partly subject to the present Agreement, the Project Partners shall first work towards an amicable settlement.
2. In case the Project Partners do not reach an amicable settlement, the settlement will be adjudicated by the competent court in the district in which the Main Urban Authority has its registered office. The Main Urban Authority's registered office being located in Bologna, the Parties herewith agree that Tribunale di Bologna shall have competence to rule in all legal disputes arising from this Agreement.

ARTICLE 21. FINAL PROVISIONS

1. The working languages of this Partnership are English and Italian. English will be the language used in all formal communications, reports and deliverables to be submitted to the Permanent Secretariat. English will also be the working language used with and by Transfer Partners. Any informal communication or operative meeting between Delivery Partners may be in Italian.
2. This Agreement is governed by Italian law, being the law of the country where the Main Urban Authority is located.
3. In case of discrepancies between the Subsidy Contract and this Agreement, the provisions of the Subsidy Contract shall prevail.
4. If any provision in this Agreement should be wholly or partly ineffective, all other provisions remain binding, and 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.
5. The Parties signing the Agreement have fully understood and accepted the contents of the Subsidy Contract and undertake the activities and responsibilities in the meaning as included therein.