

1-107 p.

45/26.05.2021

### HOTĂRÂRE

privind modificarea Hotărârii nr. 610/2018 (aprobarea participării Municipiului Cluj-Napoca, în calitate de partener, în proiectul "Urb4Dan" de dezvoltare a zonelor periurbane, în cadrul Programului Operațional Transnațional "Dunărea 2014-2020", Axa prioritară 2- Responsabilitatea față de mediu și cultură în Regiunea Dunării, și a cheltuielilor legate de acesta)

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

Examinând proiectul de hotărâre privind modificarea Hotărârii nr. 610/2018 (aprobarea participării Municipiului Cluj-Napoca, în calitate de partener, în proiectul "Urb4Dan" de dezvoltare a zonelor periurbane, în cadrul Programului Operațional Transnațional "Dunărea 2014-2020", Axa prioritară 2- Responsabilitatea față de mediu și cultură în Regiunea Dunării, și a cheltuielilor legate de acesta) - proiect din inițiativa primarului;

Reținând Referatul de aprobare nr. 288192/1/10.05.2021 al primarului municipiului Cluj-Napoca, în calitate de inițiator;

Analizând Raportul de specialitate nr. 288353/10.05.2021 al Direcției Generale Comunicare, dezvoltare locală și management proiecte - Serviciul Strategie și dezvoltare locală, management proiecte, al Serviciului Evenimente Publice, al Direcției Juridice și al Direcției Economice, prin care se propune aprobarea modificării Hotărârii nr. 610/2018 (aprobarea participării Municipiului Cluj-Napoca, în calitate de partener, în proiectul "Urb4Dan" de dezvoltare a zonelor periurbane, în cadrul Programului Operațional Transnațional "Dunărea 2014-2020", Axa prioritară 2- Responsabilitatea față de mediu și cultură în Regiunea Dunării, și a cheltuielilor legate de acesta);

În conformitate cu prevederile Regulamentului (UE) nr. 1303/2013 al Parlamentului European și al Consiliului, ale Regulamentului (UE) nr. 1299/2013 al Parlamentului European și al Consiliului, ale Ordonanței de urgență nr. 29/2015 privind gestionarea și utilizarea fondurilor externe nerambursabile și a cofinanțării publice naționale, pentru obiectivul „Cooperare teritorială europeană”, în perioada 2014-2020, cu modificările și completările ulterioare, ale art. 53 alin. 1 din Legea nr. 273/2006 privind finanțele publice locale, cu modificările și completările ulterioare, ale art. 129 alin. 2 lit. b) coroborat cu alin. 4 lit. a) și ale art. 129 alin. 2. lit. e) coroborat cu alin. 9 lit. a) din Ordonanța de Urgență nr. 57/2019 privind Codul administrativ, cu modificările și completările ulterioare;

Ținând cont de prevederile Programului Transnațional Dunărea, ale contractului de finanțare din data de 25.06.2018, ale acordului de parteneriat din data de 23.05.2017 precum și ale actului adițional nr. 2 din data de 31.03.2021 la contractul de finanțare;

Văzând avizul comisiei de specialitate;

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

### HOTĂRĂȘTE :

**Art. I.** Se aprobă modificarea art. 2 al Hotărârii nr. 610/2018 (aprobarea participării Municipiului Cluj-Napoca, în calitate de partener, în proiectul "Urb4Dan" de dezvoltare a zonelor periurbane, în cadrul Programului Operațional Transnațional "Dunărea 2014-2020", Axa prioritară 2- Responsabilitatea față de mediu și cultură în Regiunea Dunării, și a cheltuielilor legate de acesta), în sensul majorării valorii totale a bugetului alocat municipiului Cluj-Napoca pentru implementarea activităților proiectului, cu suma de 15.950,00 euro, respectiv de la 145.682,15 euro la 161.632,15 euro, din care:

- contribuția Fondului European de Dezvoltare Regională (FEDR) în procent de 85% din

- totalul bugetului alocat municipiului, reprezentând 137.387,33 euro;
- cofinanțarea națională, prin Ministerul Lucrărilor Publice, Dezvoltării și Administrației, în procent de 13%, reprezentând 21.012,18 euro;
  - contribuția proprie din bugetul local al Municipiului Cluj-Napoca în procent de 2%, reprezentând 3.232,64 euro.

**Art. II.** Celelalte prevederi ale Hotărârii nr. 610/2018 rămân neschimbate.

**Art. III.** Cu îndeplinirea prevederilor hotărârii se încredințează Echipa de implementare a proiectului, Serviciul Strategie și dezvoltare locală, management proiecte și Direcția economică.

Președinte de ședință,

Contrasemnează:  
Secretarul general al municipiului,  
Jr. Aurora Roșca



DIRECȚIA GENERALĂ COMUNICARE, DEZVOLTARE LOCALĂ  
ȘI MANAGEMENT PROIECTE  
SERVICIUL STRATEGIE ȘI DEZVOLTARE LOCALĂ,  
MANAGEMENT DE PROIECT  
SERVICIUL EVENIMENTE PUBLICE  
DIRECȚIA ECONOMICĂ  
DIRECȚIA JURIDICĂ  
Nr. 288353 din 10.05.2021

#### RAPORT DE SPECIALITATE

privind propunerea de aprobare a proiectului de hotărâre privind modificarea Hotărârii nr. 610/2018 (aprobarea participării Municipiului Cluj-Napoca, în calitate de partener, în proiectul "Urb4Dan" de dezvoltare a zonelor periurbane, în cadrul Programului Operațional Transnațional "Dunărea 2014-2020", Axa prioritară 2- Responsabilitatea față de mediu și cultură în Regiunea Dunării, și a cheltuielilor legate de acesta)

Având în vedere:

Referatul de aprobare înregistrat sub nr. 288192/1/10.05.2021 al Primarului Municipiului Cluj-Napoca;

Proiectul de hotărâre privind modificarea Hotărârii nr. 610/2018 (aprobarea participării Municipiului Cluj-Napoca, în calitate de partener, în proiectul "Urb4Dan" de dezvoltare a zonelor periurbane, în cadrul Programului Operațional Transnațional "Dunărea 2014-2020", Axa prioritară 2- Responsabilitatea față de mediu și cultură în Regiunea Dunării, și a cheltuielilor legate de acesta);

*Direcția generală Comunicare, dezvoltare locală și management proiecte – Serviciul Strategie și dezvoltare locală, management proiecte, Serviciul Evenimente Publice, Direcția Juridică și Direcția Economică precizează următoarele:*

Prin Hotărârea nr. 610 din 6 iulie 2018, Consiliul Local al municipiului Cluj-Napoca a aprobat participarea Municipiului Cluj-Napoca, în calitate de partener, în proiectul "Urb4Dan" („URBforDAN”) de dezvoltare a zonelor periurbane, în cadrul Programului Operațional Transnațional "Dunărea 2014-2020", Axa prioritară 2- Responsabilitatea față de mediu și cultură în Regiunea Dunării, precum și cheltuielile legate de acesta.

Municipiul Cluj-Napoca în calitate de partener a semnat acordul de parteneriat la data de 23.05.2017. Contractul de finanțare a fost semnat în data de 25.06.2018 de către Autoritatea de Management și partenerul principal, orașul Ljubljana, Slovenia.

Proiectul „URBforDAN” își propune să abordeze provocările actuale legate de managementul sustenabil al patrimoniului natural al zonelor urbane din regiunea Dunării. Pentru rezolvarea acestor provocări iminente este nevoie de o abordare transnațională. De aceea, „URBforDAN” este proiectat să livreze o schimbare în managementul pădurilor urbane și periurbane și al utilizării ecosistemelor în 7 orașe partenere ale proiectului: Ljubljana, Budapesta, Cluj-Napoca, Viena, Zagreb, Belgrad, Ivano-Frankivsk.

Obiectivul proiectului este promovarea *conceptului de design peisagistic pentru zona urbană împădurită*, care să confere un mediu de relaxare prin utilizarea spațiului forestier ca spațiu de relaxare și revitalizarea zonei prin marcaje turistice și maparea zonci, toate aceste măsuri fiind integrate într-o campanie de conștientizare a cetățenilor privind importanța protejării acestor zone și a spațiului urban aferent. În cadrul proiectului a fost format un grup de lucru constituit din specialiști în domeniul protecției mediului, arhitecți, ingineri peisagiști și designeri interesați în dezvoltarea și accesibilizarea zonei urbane împădurite.

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*Activitățile proiectului* sunt concentrate pe dezvoltarea de proiecte-pilot în cadrul unui parteneriat extins privind crearea unei politici publice de revitalizare a zonelor periurbane împădurite și transformarea acestora în spații de recreere și protejarea habitatului natural, pe baza informațiilor adunate prin intermediul studiului de bază, realizat în colaborare cu experții rețelei transnaționale și în urma întâlnirilor grupurilor locale de sprijin prin organizarea de vizite de studiu.

Perioada de implementare a proiectului a fost prevăzută până la data de 31.03.2021.

Liderul de proiect - orașul Ljubljana, Slovenia - a propus ulterior realizarea unor noi activități în orașele partenerilor implicați în proiect, prin introducerea unor noi zone pilot la nivelul acestora și posibilitatea de a efectua studii de specialitate cu privire la biodiversitatea din zonele pilot, dar și pentru identificarea tipurilor de activități ce pot fi implementate în areal, fără a afecta mediul înconjurător și biodiversitatea. Astfel, prin introducerea de noi activități, s-a solicitat o nouă prelungire a proiectului și alocarea unui buget suplimentar. Având în vedere cele expuse anterior, prelungirea perioadei de implementare a proiectului a fost aprobată până la data de 30.09.2021. De asemenea, având în vedere introducerea de noi activități în proiect, a fost propusă suplimentarea bugetului întregului proiect cu suma de 317.100 euro.

Astfel, potrivit Addendumului nr. 2 la Contractul de finanțare atașat prezentului raport, semnat de către liderul de proiect, orașul Ljubljana, Slovenia și Autoritatea de Management, la data de 31.03.2021, a fost prelungită perioada de implementare a proiectului până la data de 30.09.2021 și a fost suplimentată valoarea totală a bugetului proiectului cu suma de 317.000 euro.

Din suma de 317.000 euro cu care a fost suplimentat bugetul total al proiectului, municipiului Cluj-Napoca îi revine suma de 15.950,00 euro reprezentând cheltuieli necesare pentru expertiză externă, costuri de personal și costuri administrative.

În aceste condiții este necesară modificarea Hotărârii nr. 610/2018 în sensul majorării valorii totale a proiectului alocat municipiului Cluj-Napoca, conform solicitării de modificare a proiectului, întocmită de liderul de proiect, orașul Ljubljana, Slovenia, care este atașată prezentului raport.

Bugetul total al proiectului aprobat inițial prin HCL nr. 610/2018 este de 145.682,15 euro, defalcat pe surse de finanțare după cum urmează:

- contribuția Fondului European de Dezvoltare Regională (FEDR) în procent de 85% din totalul bugetului alocat municipiului, reprezentând 123.829,82 euro;
- cofinanțarea națională, prin Ministerul Dezvoltării Regionale și Administrației Publice, în procent de 13%, reprezentând 18.938,68 euro;
- contribuția proprie din bugetul local al Municipiului Cluj-Napoca în procent de 2%, reprezentând 2.913,65 euro.

Activitățile principale derulate până în prezent de către municipiul Cluj-Napoca în cadrul proiectului sunt următoarele:

- realizarea activității de comunicare a proiectului (documentare foto-video, comunicate de presă, sesiuni de consultare, realizare materiale de informare și publicitate etc.);
- realizarea sesiunilor de consultare cu utilizatorii Pădurii Făget, persoanele interesate, autorități publice, specialiști, precum și ONG-uri al căror obiect de activitate este de interes pentru realizarea proiectului;
- contractarea studiului de fezabilitate și alte studii solicitate la faza SF, precum și studiu de specialitate pentru amenajarea pădurilor-parc, pentru obiectivul de investiții „*Amenajare pădure-parc Făget*”;
- organizarea și implementarea dezbaterii publice „*Concept de amenajare Pădurea Făget*” (în cadrul căreia a fost supus dezbaterii publice Planul Strategic și Operațional al Pădurii Făget, precum și principalele obiective propuse prin studiul de fezabilitate anterior menționat);
- organizare concurs Best Contest Idea, conform aplicației de proiect;
- organizare și implementare sesiuni de diseminare a obiectivelor și rezultatelor prognozate ale proiectului, alături de alte orașe din România precum și cu alte organizații/asociații care implementează proiecte europene de interes pentru scopul proiectului URBforDAN.



Activitățile ce urmează a fi derulate de municipiul Cluj-Napoca până la finalul perioadei de implementare a proiectului sunt:

- realizarea procesului de consultare și participare publică, prin organizarea de sesiuni de consultări publice cu utilizatorii zonei pilot (Pădurea Lomb), persoanele interesate, autorități publice, experți și specialiști în domeniul pădurilor urbane și periurbane, protecției mediului etc.;
- realizarea activităților de comunicare ale proiectului;
- contractarea serviciilor de realizare a unui studiu de specialitate care va cuprinde informații utile cu privire la implementarea proiectului URBforDAN – amenajarea pădurilor- parc cu respectarea biodiversității și cu intervenții minime (primul de acest tip din România) - care să servească ca și ghid pentru alte inițiative similare din România.

Pentru implementarea noilor activități, se impune modificarea art. 2 al Hotărârii nr. 610/2018 (aprobarea participării Municipiului Cluj-Napoca, în calitate de partener, în proiectul "Urb4Dan" de dezvoltare a zonelor periurbane, în cadrul Programului Operațional Transnațional "Dunărea 2014-2020", Axa prioritară 2- Responsabilitatea față de mediu și cultură în Regiunea Dunării, și a cheltuielilor legate de acesta), în sensul majorării valorii totale a bugetului alocat municipiului Cluj-Napoca pentru implementarea proiectului cu suma de 15.950,00 euro, respectiv de la 145.682,15 euro la 161.632,15 euro, din care:

- contribuția Fondului European de Dezvoltare Regională (FEDR) în procent de 85% din totalul bugetului alocat municipiului, reprezentând 137.387,33 euro;
- cofinanțarea națională, prin Ministerul Lucrărilor Publice, Dezvoltării și Administrației, în procent de 13%, reprezentând 21.012,18 euro;
- contribuția proprie din bugetul local al Municipiului Cluj-Napoca în procent de 2%, reprezentând 3.232,64 euro.

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) nr. 1303/2013 al Parlamentului European și al Consiliului de stabilire a unor dispoziții comune privind Fondul european de dezvoltare regională, Fondul social european, Fondul de coeziune, Fondul european agricol pentru dezvoltare rurală și Fondul european pentru pescuit și afaceri maritime, precum și de stabilire a unor dispoziții generale privind Fondul european de dezvoltare regională, Fondul social european, Fondul de coeziune și Fondul european pentru pescuit și afaceri maritime și de abrogare a Regulamentului (CE) nr. 1.083/2006 al Consiliului;
- Regulamentului (UE) nr. 1299/2013 al Parlamentului European și al Consiliului privind dispoziții specifice pentru sprijinul din partea Fondului european de dezvoltare regională pentru obiectivul de cooperare teritorială europeană;
- Ordonanța de urgență nr. 29/2015 privind gestionarea și utilizarea fondurilor externe nerambursabile și a cofinanțării publice naționale, pentru obiectivul "Cooperare teritorială europeană", în perioada 2014-2020, cu modificările și completările ulterioare;
- Art. 53 alin. 1 din Legea nr. 273/2006 privind finanțele publice locale, cu modificările și completările ulterioare, potrivit căruia *Creditele bugetare aferente fondurilor externe nerambursabile au caracter previzional și se derulează conform acordurilor încheiate cu partenerii externi;*
- Art. 129 alin. 2 lit. b) din Ordonanța de Urgență 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: *a) aprobă, la propunerea primarului, bugetul unității*



administrativ-teritoriale, virările de credite, modul de utilizare a rezervei bugetare și contul de încheiere a exercițiului bugetar;

- Art. 129 alin. 2 lit. e) din Ordonanța de Urgență 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;
- Normele specifice Programului Transnațional Dunărea (ghidul solicitantului, manual de implementare etc.), disponibile pe site-ul web al programului: <http://www.interreg-danube.eu/>
- Contractul de finanțare din data de 25.06.2018;
- Acordul de parteneriat din data de 23.05.2017;
- Actul adițional nr. 2 din data de 31.03.2021 la contractul de finanțare;

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. 1 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 modificarea Hotărârii nr. 610/2018 (aprobarea participării Municipiului Cluj-Napoca, în calitate de partener, în proiectul "Urb4Dan" de dezvoltare a zonelor periurbane, în cadrul Programului Operațional Transnațional "Dunărea 2014-2020", Axa prioritară 2- Responsabilitatea față de mediu și cultură în Regiunea Dunării, și a cheltuielilor legate de acesta), poate fi supus dezbaterii și aprobării plenului Consiliului Local.

**Director executiv al Direcției Economice**

Olimpia Moigrădan

**Director executiv al Direcției Juridice**

Alina Rus

**Director Direcția Evenimente Publice și Informare Cetățeni,**

Ovidiu Cîmpean

**Șef serviciu Strategie și Dezvoltare Locală, Management Proiecte,**

Bogdan Al. Revesz

**Consilier juridic,**

Ramona Gârda

**Director adjunct Direcția Evenimente publice și Informare Cetățeni,**

Călin Forna

**Inspector de specialitate, Serviciul Evenimente Publice,**

Georgiana Kaczka



REFERAT DE APROBARE

a proiectului de hotărâre privind modificarea Hotărârii nr. 610/2018 (aprobarea participării Municipiului Cluj-Napoca, în calitate de partener, în proiectul "Urb4Dan" de dezvoltare a zonelor periurbane, în cadrul Programului Operațional Transnațional "Dunărea 2014-2020", Axa prioritară 2- Responsabilitatea față de mediu și cultură în Regiunea Dunării, și a cheltuielilor legate de acesta)

Prin Hotărârea nr. 610 din 6 iulie 2018, Consiliul Local al municipiului Cluj-Napoca a aprobat participarea Municipiului Cluj-Napoca, în calitate de partener, în proiectul "Urb4Dan" („URBforDAN”) de dezvoltare a zonelor periurbane, în cadrul Programului Operațional Transnațional "Dunărea 2014-2020", Axa prioritară 2- Responsabilitatea față de mediu și cultură în Regiunea Dunării, precum și cheltuielile legate de acesta.

Municipiul Cluj-Napoca în calitate de partener a semnat acordul de parteneriat la data de 23.05.2017. Contractul de finanțare a fost semnat în data de 25.06.2018 de către Autoritatea de Management și partenerul principal, orașul Ljubljana, Slovenia.

Proiectul „URBforDAN” își propune să abordeze provocările actuale legate de managementul sustenabil al patrimoniului natural al zonelor urbane din regiunea Dunării. Pentru rezolvarea acestor provocări iminente este nevoie de o abordare transnațională. De aceea, „URBforDAN” este proiectat să livreze o schimbare în managementul pădurilor urbane și periurbane și al utilizării ecosistemelor în 7 orașe partenere ale proiectului: Ljubljana, Budapesta, Cluj-Napoca, Viena, Zagreb, Belgrad, Ivano-Frankivsk.

Obiectivul proiectului este promovarea conceptului de design peisagistic pentru zona urbană împădurită, care să confere un mediu de relaxare prin utilizarea spațiului forestier ca spațiu de relaxare și revitalizarea zonei prin marcaje turistice și maparea zonei, toate aceste măsuri fiind integrate într-o campanie de conștientizare a cetățenilor privind importanța protejării acestor zone și a spațiului urban aferent. În cadrul proiectului a fost format un grup de lucru constituit din specialiști în domeniul protecției mediului, arhitecți, ingineri peisagiști și designeri interesați în dezvoltarea și accesibilizarea zonei urbane împădurite.

Activitățile proiectului sunt concentrate pe dezvoltarea de proiecte-pilot în cadrul unui parteneriat extins privind crearea unei politici publice de revitalizare a zonelor periurbane împădurite și transformarea acestora în spații de recreere și protejarea habitatului natural, pe baza informațiilor adunate prin intermediul studiului de bază, realizat în colaborare cu experții rețelei transnaționale și în urma întâlnirilor grupurilor locale de sprijin prin organizarea de vizite de studiu.

Perioada de implementare a proiectului a fost prevăzută până la data de 31.03.2021.

Liderul de proiect - orașul Ljubljana, Slovenia - a propus ulterior realizarea unor noi activități în orașele partenerilor implicați în proiect, prin introducerea unor noi zone pilot la nivelul acestora și posibilitatea de a efectua studii de specialitate cu privire la biodiversitatea din zonele pilot, dar și pentru identificarea tipurilor de activități ce pot fi implementate în areal, fără a afecta mediul înconjurător și biodiversitatea. Astfel, prin introducerea de noi activități, s-a solicitat o nouă prelungire a proiectului și alocarea unui buget suplimentar. Având în vedere cele expuse anterior, prelungirea perioadei de implementare a proiectului a fost aprobată până la data de 30.09.2021. De asemenea, având în vedere introducerea de noi activități în proiect, a fost propusă suplimentarea bugetului întregului proiect cu suma de 317.100 euro.

Astfel, potrivit Addendumului nr. 2 la Contractul de finanțare atașat prezentului referat, semnat de către liderul de proiect, orașul Ljubljana, Slovenia și Autoritatea de Management, la data de 31.03.2021, a fost prelungită perioada de implementare a proiectului până la data de 30.09.2021 și a fost suplimentată valoarea totală a bugetului proiectului cu suma de 317.000 euro.



Din suma de 317.000 euro cu care a fost suplimentat bugetul total al proiectului, municipiului Cluj-Napoca îi revine suma de 15.950,00 euro reprezentând cheltuieli necesare pentru expertiză externă, costuri de personal și costuri administrative.

Pentru prelungirea perioadei de implementare și majorarea bugetului proiectului la nivelul municipiului Cluj-Napoca, este necesară modificarea Hotărârii nr. 610/2018 în sensul majorării valorii totale a proiectului alocat municipiului Cluj-Napoca, conform solicitării de modificare a proiectului, întocmită de liderul de proiect, orașul Ljubljana, Slovenia, care este atașată prezentului referat.

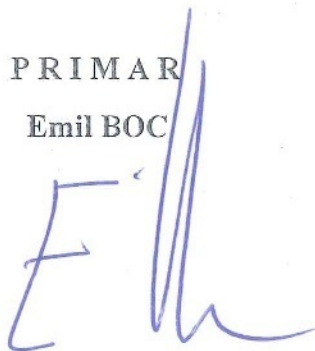
Așadar, se impune modificarea art. 2 al Hotărârii nr. 610/2018 (aprobarea participării Municipiului Cluj-Napoca, în calitate de partener, în proiectul "Urb4Dan" de dezvoltare a zonelor periurbane, în cadrul Programului Operațional Transnațional "Dunărea 2014-2020", Axa prioritară 2- Responsabilitatea față de mediu și cultură în Regiunea Dunării, și a cheltuielilor legate de acesta), în sensul majorării valorii totale a bugetului alocat municipiului Cluj-Napoca pentru implementarea proiectului cu suma de 15.950,00 euro, respectiv de la 145.682,15 euro la 161.632,15 euro, din care:

- contribuția Fondului European de Dezvoltare Regională (FEDR) în procent de 85% din totalul bugetului alocat municipiului, reprezentând 137.387,33 euro;
- cofinanțarea națională, prin Ministerul Lucrărilor Publice, Dezvoltării și Administrației, în procent de 13%, reprezentând 21.012,18 euro;
- contribuția proprie din bugetul local al Municipiului Cluj-Napoca în procent de 2%, reprezentând 3.232,64 euro.

Ca atare, în temeiul prevederilor art. 136 din Ordonanța Guvernului nr. 57/2019 privind Codul administrativ, îmi exprim inițiativa de promovare a proiectului de hotărâre privind modificarea Hotărârii nr. 610/2018 (aprobarea participării Municipiului Cluj-Napoca, în calitate de partener, în proiectul "Urb4Dan" de dezvoltare a zonelor periurbane, în cadrul Programului Operațional Transnațional "Dunărea 2014-2020", Axa prioritară 2- Responsabilitatea față de mediu și cultură în Regiunea Dunării, și a cheltuielilor legate de acesta).

PRIMAR

Emil BOC



8



CONSILIUL LOCAL AL MUNICIPIULUI  
CLUJ-NAPOCA

H O T Ă R Ă R E

**privind aprobarea participării Municipiului Cluj-Napoca, în calitate de partener, în proiectul „Urb4Dan” de dezvoltare a zonelor periurbane, în cadrul Programului Operațional Transnațional „Dunărea 2014-2020”, Axa prioritară 2 - Responsabilitatea față de mediu și cultură în Regiunea Dunării, 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 „Urb4Dan” de dezvoltare a zonelor periurbane, în cadrul Programului Operațional Transnațional „Dunărea 2014-2020”, Axa prioritară 2 - Responsabilitatea față de mediu și cultură în Regiunea Dunării, și a cheltuielilor legate de acesta - proiect din inițiativa primarului;

Analizând Referatul nr. 300192/423/22.06.2018 al Serviciului Strategie și dezvoltare locală, management proiecte, prin care se propune aprobarea participării Municipiului Cluj-Napoca, în calitate de partener, în proiectul „Urb4Dan” de dezvoltare a zonelor periurbane, în cadrul Programului Operațional Transnațional „Dunărea 2014-2020”, Axa prioritară 2 - Responsabilitatea față de mediu și cultură în Regiunea Dunării, și a cheltuielilor legate de acesta;

Având în vedere Regulamentul (UE) nr. 1303 al Parlamentului European și al Consiliului din 17 decembrie 2013, Regulamentul (UE) nr. 1299 al Parlamentului European și al Consiliului din 17 decembrie 2013 și Ordonanța Guvernului nr. 29/2015 privind gestionarea și utilizarea fondurilor externe nerambursabile și a cofinanțării publice naționale, pentru obiectivul ”Cooperare teritorială europeană”, în perioada 2014-2020, cu modificările și completările ulterioare;

Reținând prevederile Programului Operațional Transnațional „Dunărea 2014-2020”, Axa prioritară 2 - Responsabilitatea față de mediu și cultură în Regiunea Dunării;

Văzând avizul comisiei de specialitate;

Potrivit dispozițiilor art. 36, 39, alin 1 și art. 45 din Legea nr. 215/2001 a administrației publice locale, republicată, cu modificările și completările ulterioare,

H O T Ă R Ă Ș T E :

**Art.1** Se aprobă participarea Municipiului Cluj-Napoca, în calitate de partener, în cadrul proiectului „Urb4Dan”, în vederea accesării de fonduri nerambursabile prin Programul Operațional Transnațional „Dunărea 2014-2020”.

**Art. 2** Se aprobă valoarea totală a bugetului propus pentru Municipiul Cluj-Napoca în sumă de 145.682,15 euro, pentru implementarea activităților proiectului prevăzut la art. 1, defalcat pe surse de finanțare, după cum urmează:

- contribuția FEDR (asistență financiară nerambursabilă), în procent de 85%, reprezentând 123.829,82 euro;

- cofinanțare națională, prin Ministerul Dezvoltării Regionale și Administrației Publice, în procent de 13%, reprezentând 18.938,68 euro;

- contribuția proprie din bugetul local al Municipiului Cluj-Napoca în procent de 2%, reprezentând 2.913,65 euro.

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

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



Președinte de ședință,  
Ec. Dan Ștefan Tarcea

Contrasemnează:  
Secretarul municipiului,  
jr. Aurora Roșca

Nr.610 din 6 iulie 2018  
(Hotărârea a fost adoptată cu 23 voturi)

10



CONTRACT DE COFINANȚARE

Nr. 232856 / 02.05.2019

Între:

Ministerul Dezvoltării Regionale și Administrației Publice, cu sediul în București, Bd. Libertății, nr 16, sector 5, Tel. 037 211 14 09, Fax. 037 211 15 13, cod de înregistrare fiscală 26369185, reprezentat legal de domnul Vasile - Daniel SUCIU, având funcția de viceprim - ministru, ministrul dezvoltării regionale și administrației publice, în calitate de Autoritate Națională pentru Programul Transnațional Dunărea, denumit în cele ce urmează AN

și

Unitatea Administrativ Teritorială Municipiul Cluj Napoca – având sediul în Str. Moșilor, nr. 1-3, Cluj Napoca, județul Cluj, cod poștal 400001, România, cod de înregistrare fiscală 4305857, reprezentat legal de Emil BOC, având funcția de Primar, identificat prin C.I seria CNP denumit în cele ce urmează Beneficiar.

au convenit încheierea prezentului **Contract de cofinanțare** în baza:

- Contractului de finanțare și Acordul de Parteneriat aferente proiectului „Management and utilisation of urban forests as natural heritage in the Danube cities” – URB4DAN, nr. DTP2-018-2.2
- Regulamentului (UE) nr. 1303/2013 al Parlamentului European și al Consiliului din 17 decembrie 2013 de stabilire a unor dispoziții comune privind Fondul european de dezvoltare regională, Fondul social european, Fondul de coeziune, Fondul european agricol pentru dezvoltare rurală și Fondul european pentru pescuit și afaceri maritime, precum și de stabilire a unor dispoziții generale privind Fondul european de dezvoltare regională, Fondul social european, Fondul de coeziune și Fondul european pentru pescuit și



afaceri maritime și de abrogare a Regulamentului (CE) nr. 1.083/2006 al Consiliului publicat în Jurnalul Oficial al Uniunii Europene, seria L, nr. 347 din 20 decembrie 2013,

- Regulamentului (UE) nr. 1299/2013 al Parlamentului European și al Consiliului din 17 decembrie 2013 privind dispoziții specifice pentru sprijinul din partea Fondului european de dezvoltare regională pentru obiectivul de cooperare teritorială europeană, publicat în Jurnalul Oficial al Uniunii Europene, seria L, nr. 347 din 20 decembrie 2013;
- **Programul Transnațional Dunărea** aprobat de Comisia Europeană prin Decizia de punere în aplicare nr. C 2015 (5953) cu modificările ulterioare
- Ordonanța Guvernului nr. 29/2015 privind gestionarea și utilizarea fondurilor externe nerambursabile și a cofinanțării publice naționale, pentru obiectivul "Cooperare teritorială europeană", în perioada 2014-2020, cu modificările și completările ulterioare;
- Normele metodologice de aplicare a Ordonanței Guvernului nr. 29/2015 privind gestionarea și utilizarea fondurilor externe nerambursabile și a cofinanțării publice naționale, pentru obiectivul "Cooperare teritorială europeană", în perioada 2014-2020, aprobate prin Ordinul nr. 340/607/190/2016, cu modificările și completările ulterioare;
- Ordonanța de urgență nr. 66/2011 privind prevenirea, constatarea și sancționarea neregulilor apărute în obținerea și utilizarea fondurilor europene și/sau a fondurilor publice naționale aferente acestora, cu modificările și completările ulterioare;
- Normele metodologice de aplicare a prevederilor Ordonanței de urgență a Guvernului nr. 66/2011 privind prevenirea, constatarea și sancționarea neregulilor apărute în obținerea și utilizarea fondurilor europene și/sau a fondurilor publice naționale aferente acestora, aprobate prin Hotărârea Guvernului nr. 875/2011, cu modificările și completările ulterioare.

## Interpretare

- (1) În prezentul contract, cu excepția cazului când contextul cere altfel sau a unei prevederi contrare:
  - a. Cuvintele care indică singularul includ și pluralul, iar cuvintele care indică pluralul includ și singularul;
  - b. Cuvintele care indică un gen includ toate genurile;



- c. Cuvintele care indică persoane vor include persoane fizice și/sau juridice, după caz.
- (2) Se consideră că referințele la orice acte normative fac referire și la orice acte normative subsecvente prin care acestea sunt modificate/completate.
  - (3) Termenele exprimate în zile se consideră calendaristice, dacă nu se specifică altfel.
  - (4) Prin orice referire la partenerul român/partenerul în cadrul proiectului se înțelege ca fiind vorba despre beneficiarul prezentului contract.

## ARTICOLUL 1 – OBIECTUL CONTRACTULUI

- (1) Obiectul acestui Contract îl reprezintă acordarea, de către AN, a fondurilor reprezentând cofinanțare națională, aferente finanțării nerambursabile, pentru implementarea proiectului **DTP2-018-2.2**, intitulat: „Management and utilisation of urban forests as natural heritage in the Danube cities”, denumit în continuare Proiect.
- (2) Beneficiarului i se va acorda cofinanțarea națională aferentă finanțării nerambursabile în termenii și condițiile stabilite în prezentul Contract, care este constituit din **Contractul de plată a cofinanțării** și anexele acestuia, pe care Beneficiarul declară că le cunoaște și le acceptă.

## ARTICOLUL 2 – DURATA CONTRACTULUI

- (1) Prezentul contract de cofinanțare intră în vigoare la data semnării acestuia de către ultima dintre cele două părți, ulterior semnării unui Contract de finanțare între Partenerul Lider de Proiect (PL) și Autoritatea de Management (AM) și a Acordului de Parteneriat din care să rezulte că beneficiarul din România primește finanțare din fonduri externe nerambursabile.
- (2) Perioada de execuție a contractului începe la data intrării în vigoare și se încheie la data efectuării plății de către AN.
- (3) Contractul își păstrează valabilitatea până la expirarea unei perioade de 5 ani de la data închiderii oficiale a Programului.
- (4) După expirarea perioadei de implementare a proiectului așa cum e menționată în contractul de finanțare, se menține obligația Beneficiarului de a păstra și de a pune la dispoziția AN, Autorității de Management (AM), Autorității de Certificare



(AC), Autorității de Audit (AA), Comisiei Europene (CE) și oricărui alt organism abilitat de a efectua verificări asupra modului de utilizare a cofinanțării, toate documentele aferente Proiectului, inclusiv inventarul asupra activelor dobândite prin Instrumentele Structurale, pe o perioadă de 5 ani de la data închiderii oficiale a Programului Transnațional Dunărea.

- (5) Acest contract rămâne în vigoare în condițiile în care contractul de finanțare încheiat între AM și PL este valid.
- (6) Prolungirea duratei proiectului și, implicit, a contractului de finanțare semnat de AM și PL, determină automat prelungirea prezentului contract.

### ARTICOLUL 3 – BUGETUL PARTENERULUI

- (1) Valoarea totală eligibilă a bugetului partenerului român în cadrul proiectului este de **145.682,15 EURO**, din care:

	Suma în cifre (EUR)	Sursă de finanțare	Reprezentând
a)	<b>123.829,82</b>	FEDR	85 %
b)	<b>18.938,68</b>	cofinanțare buget de stat	13 %
c)	<b>2.913,65</b>	contribuție proprie a partenerului	2 %

### ARTICOLUL 4 – VALOAREA CONTRACTULUI

- (1) Valoarea prezentului Contract este de **18.938,68 euro** *optsprezecemiinouăsutetreizecișiopteuoșișiaizecișiopteuo cenți*, reprezentând maxim **13%** din valoarea totală a bugetului partenerului român.
- (2) AN va efectua transferul cofinanțării de la bugetul de stat, în limita soldului existent la data cererii de plată a avansului/plății finale, iar în cazul indisponibilității fondurilor, procesul de plată va fi suspendat până când Ministerul responsabil cu gestionarea Finanțelor Publice va credita contul AN cu sumele reprezentând fondurile de cofinanțare de la bugetul de stat.
- (3) În cazul în care AN nu poate acorda avansul din cofinanțarea de la bugetul de stat/plata cofinanțării de la bugetul de stat din cauza lipsei de fonduri disponibile, partenerul se angajează să asigure din bugetul propriu fondurile



necesare pentru implementarea proiectului, conform proiectului aprobat și respectând prevederile prezentului contract și ale anexelor acestuia, precum și ale legislației europene și naționale în vigoare. În această situație, AN va notifica partenerul cu privire la indisponibilitatea fondurilor.

## **ARTICOLUL 5 – ELIGIBILITATEA CHELTUIELILOR**

(1) Cheltuielile sunt considerate eligibile cu condiția ca acestea să respecte legislația națională în vigoare la data efectuării lor, precum și condițiile de eligibilitate stabilite la nivelul Programului.

## **ARTICOLUL 6 – Plata avansului și rambursarea CHELTUIELILOR**

### **A. Plata avansului**

- (1) La cererea beneficiarului, poate fi acordată o plată în avans în valoare de maximum 40% din valoarea prezentului contract.
- (2) a) Pentru a primi plata în avans, partenerul român trebuie să transmită în original, la AN, o cerere de plată a avansului din cofinanțarea de la bugetul de stat, conform Anexei II. a la prezentul contract, în termen de 30 de zile calendaristice de la data intrării în vigoare a contractului de cofinanțare.  
b) AN va asigura disponibilitatea plăților în avans pe baza fluxurilor financiare, întocmite conform valorilor cererilor transmise în avans.  
c) În cazul în care beneficiarul nu transmite către AN cererea de plată a avansului din cofinanțarea de la bugetul de stat în termenul prevăzut la litera a), se consideră ca el nu dorește să beneficieze de această facilitate, urmând ca întreaga valoare a cofinanțării de la bugetul de stat să fie rambursată, la cerere, ulterior primirii ultimei tranșe FEDR.
- (3) AN va verifica cererea de avans în maximum 15 zile de la data înregistrării ei în instituție. AN poate întrerupe acest termen, în cazul în care sunt necesare clarificări, modificări sau alte informații suplimentare, date care trebuie furnizate de partener în maxim 5 zile lucrătoare de la solicitare. De la data la care AN primește documentele/informațiile/clarificările suplimentare solicitate va curge un nou termen.
- (4) AN va transfera avansul partenerului în maxim 30 de zile de la data aprobării cererii de plată a avansului. Data plății este considerată data la care plata se efectuează din contul AN.
- (5) Plata se va face în lei la cursul InforEURO din luna autorizării



- (6) Dobânda netă aferentă fondurilor transferate de AN trebuie să fie înapoiată acesteia, deoarece este considerată o cheltuială neeligibilă.

## **B. Rambursarea cofinanțării**

- (1) Beneficiarul are dreptul de a solicita rambursarea finală a cofinanțării numai după aprobarea raportului final aferent Contractului de finanțare și efectuarea/primirea plății finale din FEDR.
- (2) Beneficiarului i se acordă sprijinul de la bugetul de stat reprezentând cofinanțarea în baza documentelor care atestă toate sumele FEDR efectiv primite (contract de finanțare semnat între Autoritatea de Management și PL, cu modificările și completările ulterioare, Acord de Parteneriat, extras de cont, evidențindu-se sumele FEDR efectiv primite din partea Autorității de Management/Secretariatului Comun/ Partenerului Lider de Proiect, Certificat de control de prim nivel și/sau alte documente relevante, în cazul în care sunt solicitate de AN), în conformitate cu termenii și condițiile stipulate în prezentul contract de cofinanțare.
- (3) În cazul în care beneficiarul nu transmite cererea de rambursare în termen de 60 de zile de la primirea ultimei tranșe FEDR și nici nu notifică AN în interiorul aceluiași termen, cu privire la transmiterea cu întârziere a cererii, se consideră că acesta renunță la dreptul de a i se rambursa cofinanțarea de la bugetul de stat.
- (4) Valoarea totală a sumelor reprezentând cofinanțarea de la bugetul de stat se va calcula la sfârșitul implementării proiectului, după primirea ultimei tranșe FEDR, în baza documentelor transmise de beneficiar la AN (declarații de validare, extrase de cont și alte documente relevante, în cazul în care sunt solicitate de AN).
- (5) În cazul în care sumele plătite în avans depășesc valoarea totală finală a cofinanțării de la bugetul de stat, sumele reprezentând diferența dintre avansul plătit și valoarea totală finală calculată conform alin. 4) trebuie returnate de către beneficiar la AN în termen de 30 de zile de la data primirii notificării. Partenerul are obligația de a transmite AN o copie a ordinului de plată, în termen de 5 zile de la data efectuării plății, pentru a justifica transferul sumelor datorate
- (6) În cazul în care beneficiarul nu returnează sumele în termenul acordat de AN, AN poate solicita penalități în valoare de 0,02% pe zi de întârziere din totalul sumei datorate, până la data plății efective. Penalitățile se calculează raportat la



valoarea sumei care trebuie recuperată pe fiecare zi de întârziere până la restituirea integrală a debitului.

- (7) Autoritatea Națională va verifica cererea de rambursare în termen de 20 de zile lucrătoare de la data înregistrării documentului în cadrul instituției. Termenul de verificare se întrerupe în cazul în care sunt necesare clarificări, modificări sau alte informații suplimentare din partea beneficiarului român. Acesta trebuie să furnizeze informațiile cerute de Autoritatea Națională, în termen de 5 zile lucrătoare de la data primirii solicitării. De la data la care Autoritatea Națională a primit documentele/informațiile/ clarificările solicitate va curge un nou termen.
- (8) Plata cofinanțării se va face în lei, în contul deschis la trezorerie/banca comercială indicat de Beneficiar în Cererea de plată a cofinanțării și în formularul de identificare financiară, la cursul din luna solicitării Controlului de Prim Nivel.

## ARTICOLUL 7 – DREPTURILE ȘI OBLIGAȚIILE PĂRȚILOR

Pe lângă celelalte prevederi ale prezentului contract, părțile au următoarele drepturi și obligații:

### A. Drepturile și Obligațiile Beneficiarului

- (1) Beneficiarul trebuie să implementeze Proiectul, în conformitate cu cele asumate prin Cererea de finanțare și Acordul de parteneriat aprobate.
- (2) Beneficiarul se obligă să participe în proiect cu o contribuție proprie de **2.913,65 euro**, reprezentând minim **2%** din valoarea eligibilă a bugetului său în cadrul proiectului, menționată la articolul 3 (1) al prezentului contract și să suporte cheltuielile neeligibile, dacă este cazul.
- (3) Beneficiarul are dreptul de a solicita plata în avans a cofinanțării în cuantumul și condițiile prevăzute în prezentul contract.
- (4) Beneficiarul are dreptul de a solicita rambursarea finală a cofinanțării numai după aprobarea raportului final al Contractului de finanțare și efectuarea plății finale din FEDR.
- (5) Beneficiarul are obligația de a transmite la AN cererea de plată a avansului/ a cofinanțării conform prevederilor art. 6.
- (6) Orice document oficial transmis AN pentru implementarea prezentului contract de cofinanțare va fi semnat de către reprezentatul legal al Beneficiarului sau de către persoana împuternicită de către acesta.
- (7) Beneficiarul își asumă integral răspunderea pentru prejudiciile cauzate terților din culpa sa, pe parcursul implementării contractului de cofinanțare. AN va fi



- degrevată de orice responsabilitate pentru prejudiciile cauzate terților rezultate din executarea prezentului contract.
- (8) Beneficiarul are obligația să furnizeze în termen de maxim 5 zile de la solicitare orice informații de natură tehnică sau financiară legate de Proiect solicitate de către AM, AN, Autoritatea de Certificare, Autoritatea de Audit, Comisia Europeană sau orice alt organism abilitat să verifice sau să realizeze auditul asupra modului de implementare a proiectelor cofinanțate din instrumente structurale. Beneficiarul are obligația de a asigura disponibilitatea și prezența personalului implicat în implementarea proiectului verificat sau auditat, pe întreaga durată a verificărilor.
- (9) Beneficiarul are obligația de a pune la dispoziția AN și oricărui alt organism abilitat să verifice/controleze/auditeze modul de utilizare a cofinanțării, la cerere și în termen, documentele solicitate și să asigure toate condițiile pentru efectuarea verificărilor la fața locului. În acest scop, Beneficiarul se angajează să acorde dreptul de acces la locurile și spațiile de implementare ale Proiectului, inclusiv acces la sistemele informatice, precum și la toate documentele și fișierele informatice privind gestiunea tehnică și financiară a Proiectului. Documentele trebuie să fie ușor accesibile și arhivate astfel încât să permită verificarea lor.
- (10) Beneficiarul este obligat să respecte prevederile cuprinse în Cererea de finanțare, referitoare la asigurarea conformității cu politicile Uniunii Europene și naționale, privind achizițiile publice, ajutorul de stat, egalitatea de șanse, dezvoltarea durabilă, informarea și publicitatea, etc, conform angajamentelor asumate.
- (11) Beneficiarul trebuie să cunoască și să respecte prevederile Programului de cooperare, Manualului de implementare, Manualului de Identitate Vizuală precum și legislației naționale și comunitare, relevante pentru toate aspectele care privesc implementarea proiectului.
- (12) Pentru implementarea Proiectului care face obiectul prezentului contract, Beneficiarul are obligația de a respecta legislația comunitară, națională precum și regulile Programului în domeniul achizițiilor, în caz contrar cheltuielile efectuate vor fi declarate neeligibile.
- (13) Beneficiarul trebuie să țină o evidență contabilă folosind conturi analitice distincte pentru Proiect. Toate cheltuielile efectuate în cadrul proiectului se vor derula prin aceste conturi, sub sancțiunea declarării lor ca fiind neeligibile. Sistemul contabil utilizat va fi în conformitate cu legislația națională în vigoare.



- (14) Beneficiarul are obligația de a realiza, la termenele specificate, măsurile incluse în planurile de acțiune pentru implementarea recomandărilor rezultate în urma măsurilor de audit ale Comisiei Europene, Autorității de Audit de pe lângă Curtea de Conturi a României, așa cum aceste planuri sunt agreate cu AM/AN.
- (15) Beneficiarul are obligația de a înștiința AN cu privire la sumele returnate către AM ca urmare a unor nereguli, în termen de 10 zile de la data efectuării plății.
- (16) Beneficiarul va informa AN despre orice situație care poate determina încetarea sau întârzierea executării Contractului de Finanțare și a prezentului contract, în termen de 10 zile lucrătoare de la data producerii/luării la cunoștință despre una din aceste situații.
- (17) Beneficiarul are obligația de a respecta principiile egalității de șanse și a non-discriminării, etc, așa cum sunt acestea formulate în legislația europeană și națională.

#### **B. Drepturile și obligațiile Autorității Naționale**

- (1) AN are obligația de a informa beneficiarul, privind orice decizie legată de implementarea Contractului.
- (2) AN va verifica și plăți cofinanțarea în concordanță cu prevederile prezentului Contract, în termen de maxim 90 de zile de la data primirii documentației complete, conform art 6 lit B alin 2 și asigurării disponibilului în cont, cu excepția prevăzută la Art.4, alin (3).
- (3) AN va oferi clarificări sau va răspunde solicitărilor beneficiarului în termen de 15 zile lucrătoare de la data primirii solicitării, informându-l, după caz, cu privire la decizia luată sau oferind informațiile solicitate, respectându-și limitele de competență stabilite prin lege.

#### **ARTICOLUL 8 – CONFIDENȚIALITATE**

- (1) AN și Beneficiarul se angajează să păstreze confidențialitatea documentelor, materialelor, datelor și informațiilor în legătură cu Proiectul și care au fost indicate de către părți ca fiind confidențiale.
- (2) Nu pot fi declarate ca și confidențiale documentele, materialele, datele și informațiile folosite în scop publicitar pentru informarea și promovarea utilizării Instrumentelor Structurale, conform obligației AM și AN, precum și cele rezultate



din obligația Beneficiarului de a respecta măsurile de informare și publicitate conform Planului/Strategiei de Comunicare al/e Programului.

(3) AN/Beneficiarul vor fi exonerati de raspunderea pentru pastrarea confidentialitatii referitoare la contract daca:

- a) informatia a fost facuta publica dupa ce a fost obtinut acordul scris al celeilalte parti contractante; sau
- b) partea contractanta a fost obligata in mod legal sa faca publica informatia.

## **ARTICOLUL 9 – CONFLICTUL DE INTERESE**

- (1) In intelesul prezentului Contract, conflictul de interese presupune o stare de dezacord intre indeplinirea obligatiilor partilor in cadrul Contractului si interesele private ale persoanelor implicate in implementarea acestuia, interese care ar putea influenta in mod necorespunzator indeplinirea obiectiva si imparziala a obligatiilor si responsabilitatilor asumate de catre persoanele implicate in implementarea/verificarea/controlul/auditul acestui Contract, din motive care implica familia, viața sentimentală, afinitati politice sau nationale, interese economice sau oricare alte interese comune cu cele ale unei alte persoane.
- (2) Partile se obliga sa intreprinda toate masurile necesare pentru a evita orice conflict de interese si sa se informeze reciproc in termen de maxim 5 zile lucratoare in legatura cu orice situatie care da nastere sau este susceptibila sa dea nastere unui astfel de conflict. Orice conflict de interese care apare in decursul executării contractului trebuie notificat fara intarziere AN, care isi rezerva dreptul de a verifica aceasta situatie si de a lua masurile necesare, daca este cazul.
- (3) Beneficiarul are obligatia de a respecta aplicarea prevederilor referitoare la conflictul de interese, asa cum este definit in legislatia nationala si comunitara.

## **ARTICOLUL 10 – CESIUNEA SI SUBCONTRACTAREA**

- (1) Prezentul Contract in integralitatea sa, precum si toate drepturile si obligatiile decurgand din implementarea acestuia, nu pot face obiectul cesiunii sau subcontractarii.



## ARTICOLUL 11 – NEREGULI ȘI RESTITUIREA FINANȚĂRII

- (1) Termenii "neregulă" și „fraudă” au înțelesul dat din legislația națională, precum și din Regulamentul (UE) nr. 1303/2013 al Parlamentului European și al Consiliului din 17 decembrie 2013 de stabilire a unor dispoziții comune privind Fondul european de dezvoltare regională, Fondul social european, Fondul de coeziune, Fondul european agricol pentru dezvoltare rurală și Fondul european pentru pescuit și afaceri maritime, precum și de stabilire a unor dispoziții generale privind Fondul european de dezvoltare regională, Fondul social european, Fondul de coeziune și Fondul european pentru pescuit și afaceri maritime și de abrogare a Regulamentului (CE) nr. 1083/2006 al Consiliului.
- (2) În cazul sesizării sau constatării unei nereguli pe parcursul implementării Contractului, AN va propune AM, în scris, în termen de 20 zile lucrătoare de la constatare, toate măsurile necesare pentru eliminarea și/sau diminuarea consecințelor asupra implementării proiectului și poate propune AM suspendarea executării Contractului de finanțare sau rezilierea acestuia, în cazul în care constată că beneficiarul nu implementează măsurile dispuse. Dacă AM dispune suspendarea/rezilierea contractului de finanțare, AN va dispune aceleași măsuri și cu privire la contractul de plată a cofinanțării.
- (3) În cazul neregulilor constatate ulterior finalizării implementării Proiectului (5 ani de la închiderea oficială a programului), recuperarea sumelor aferente cofinanțării naționale se va face conform prevederilor OG nr. 66/2011 privind prevenirea, constatarea și sancționarea neregulilor apărute în obținerea și utilizarea fondurilor europene și/sau a fondurilor publice naționale aferente acestora.
- (4) AN poate notifica Beneficiarul cu privire la restituirea unor sume considerate a fi neeligibile, în conformitate cu prevederile legislației naționale în vigoare.
- (5) La solicitarea AN, beneficiarul are obligația ca, în termen de 30 de zile de la data primirii notificării, să restituie debitul constatat, precum și, dacă este cazul, comisioanele bancare plătite de AN, aferente debitului.
- (6) Orice plată excedentară efectuată de către AN, precum și, comisioanele bancare aferente debitului, plătite de AN, dacă este cazul, constituie plată necuvenită, iar Beneficiarul are obligația de a restitui sumele respective, în termen de 30 de zile calendaristice de la data primirii notificării transmise de către AN.
- (7) Începând din a 31-a zi de la termenele limită specificate la alineatele, (5), (6), ) se va calcula o dobânda legală penalizatoare în valoare de 0,02% pe zi de întârziere din totalul sumei datorate, până la data plății efective.



- (8) Comisiunile bancare ocazionate de rambursarea sumelor datorate AN cad în sarcina exclusivă a Beneficiarului.
- (9) AN poate decide suspendarea plății sumelor aferente cofinanțării naționale până la clarificarea suspiciunilor de neregulă/fraudă.

#### **ARTICOLUL 12 – MONITORIZARE**

- (1) Monitorizarea privind respectarea obligațiilor ce decurg din încheierea prezentului contract este realizată de către AN.

#### **ARTICOLUL 13 – CORESPONDENȚA**

- (1) Persoana de contact din partea Beneficiarului este dl. Forna Călin, adresa email [calin.forna@primariaclujnapoca.ro](mailto:calin.forna@primariaclujnapoca.ro), telefon 0730 012487.
- (2) Întreaga corespondență legată de prezentul Contract se va face în scris, în limba română, cu menționarea titlului Proiectului.
- (3) Întreaga corespondență legată de prezentul Contract se va transmite la următoarele adrese:

Beneficiar: Str. Moșilor, nr. 1-3, Cluj Napoca, județul Cluj, cod poștal 400001, România, telefon 0730 012487, fax: 0264-599329

Autoritatea Națională: Bd. Libertății nr.14, Et. 4 Camera 412, sector 5, cod poștal 050706, București, Tel. 037 211 13 18, Fax. 037 211 14 56.

#### **ARTICOLUL 14 - MODIFICĂRI ȘI COMPLETĂRI**

- (1) Orice modificare la prezentul contract se va face în scris, cu acordul părților, prin încheierea unui act adițional.
- (2) Prin excepție de la alin. 1, beneficiarul va notifica AN, pe toată durata de valabilitate a contractului, în cazul schimbării datelor de contact, a reprezentantului legal sau a funcției acestuia.



## ARTICOLUL 15 - FORȚA MAJORĂ

- (1) Prin "*forță majoră*" se înțelege orice eveniment extern, imprevizibil, absolut invincibil și inevitabil, intervenit după data semnării Contractului, care împiedică executarea în tot sau în parte a Contractului și care exonerează de răspundere partea care o invocă.
- (2) Pot constitui cauze de forță majoră evenimente cum ar fi: calamitățile naturale, război, revoluție, embargo și alte evenimente similare.
- (3) Partea care invocă forță majoră are obligația de a notifica celeilalte părți cazul de forță majoră, în termen de 5 (cinci) zile de la data apariției acestuia și de a dovedi existența situației de forță majoră în baza unui document eliberat sau emis de către autoritatea competentă, în termen de cel mult 15 (cincisprezece) zile de la data comunicării acestuia. De asemenea, are obligația de a comunica data încetării situației de forță majoră, în termen de 5 (cinci) zile.
- (4) Părțile au obligația de a lua orice măsuri care le stau la dispoziție în vederea limitării consecințelor acțiunii forței majore.
- (5) Dacă partea care invocă forță majoră nu procedează la notificarea începerii și încetării cazului de forță majoră, în condițiile și termenele prevăzute, va suporta toate daunele provocate celeilalte părți prin lipsa de notificare.
- (6) Executarea Contractului va fi suspendată de la data apariției cazului de forță majoră pe perioada de acțiune a acesteia, fără a prejudicia drepturile ce se cuvin părților.
- (7) În cazul în care forță majoră și/sau efectele acesteia obligă la suspendarea executării prezentului Contract pe o perioadă mai mare de 3 luni, părțile se vor întâlni într-un termen de cel mult 14 zile calendaristice de la expirarea acestei perioade, pentru a conveni asupra modului de continuare, modificare sau reziliere a Contractului.
- (8) Cazul fortuit nu este exonerator de răspundere contractuală.



## ARTICOLUL 16 – ÎNCETAREA CONTRACTULUI

- (1) În cazul nerespectării de către Beneficiar a prezentului Contract, AN poate dispune rezilierea unilaterală a Contractului printr-o notificare scrisă. În această situație, Beneficiarul are obligația restituirii în întregime a sumelor primite în cadrul prezentului contract în condițiile art. 11 din prezentul contract.
- (2) În cazul în care AN constată că beneficiarul a desfășurat activități în cadrul proiectului incluzând orice tip de discriminare, așa cum este ea definită în legislația națională și europeană, AN poate dispune rezilierea unilaterală a Contractului printr-o notificare scrisă. În această situație, Beneficiarul are obligația restituirii în întregime a sumelor primite în cadrul prezentului contract.
- (3) În cazul în care AM reziliază contractul de finanțare, se consideră reziliat de drept și prezentul contract.
- (4) Anterior unei decizii de reziliere a prezentului contract, AN poate suspenda plățile ca o măsură de precauție, după o notificare prealabilă a Beneficiarului.
- (5) AN va rezilia contractul în situația constatării unei duble finanțări.
- (6) Beneficiarul este de drept pus în întârziere prin simplul fapt al încălcării prevederilor prezentului contract.
- (7) Orice încălcare a prevederilor art. 7 A, alineatele 15 și 16, de mai sus poate duce la rezilierea prezentului contract, cu decăderea din dreptul de a primi cofinanțarea de la bugetul de stat pentru Proiect și recuperarea sumelor aferente cofinanțării naționale primite.

## ARTICOLUL 17 – LEGEA APLICABILĂ

- (1) Prezentul Contract obligă părțile să respecte întocmai și cu bună credință fiecare dispoziție a acestuia în conformitate cu principiul obligativității contractului între părți.
- (2) Contractul este guvernat de legea română.

## ARTICOLUL 18 – ANEXE

- (1) Următoarele documente sunt anexate la prezentul Contract și fac parte integrantă din acesta:



Anexa I a	Contractul de finanțare semnat între PL și AM, inclusiv anexele la acesta
Anexa I b	Acordul de parteneriat semnat între partenerii de proiect
Anexa II.a	Cererea de plată în avans a cofinanțării
Anexa II.b	Cererea de plată a cofinanțării
Anexa III	Formularul de identificare financiară

## ARTICOLUL 19 – DISPOZIȚII FINALE

- (1) În eventualitatea unui litigiu între AN și Beneficiar, survenit în executarea acestui Contract, se va încerca soluționarea acestuia pe cale amiabilă. În situația în care nu se poate ajunge la o înțelegere pe cale amiabilă, litigiul va fi soluționat de către instanțele judecătorești în a căror rază teritorială se află sediul Autorității Naționale.
- (2) Prezentul Contract a fost încheiat în două exemplare originale în limba română, un exemplar pentru AN și un exemplar pentru Beneficiar.

**Autoritatea Națională: Ministerul Dezvoltării Regionale și Administrației Publice**

**Beneficiar: Unitatea Administrativ Teritorială Municipiul Cluj Napoca**

**Reprezentant legal: Vasile - Daniel SUCIU**

**Reprezentant legal: Emil BOC**

**Funcția: Viceprim - ministru, Ministrul dezvoltării regionale și administrației publice**

**Funcția: Primar**

**Semnătura:**

**Data:**

12.04.2019

**Semnătura:**

**Data:**

02.05.2019



**REQUEST FOR PROJECT MODIFICATION**

Project ref. no.	DTP2-018-2.2	Project Acronym	URBforDAN
Lead Partner			
Type of project modification	<input type="checkbox"/> Modification of partnership <input checked="" type="checkbox"/> Modification of activities/deliverables/outputs <input type="checkbox"/> Budget reallocation between project partners <input checked="" type="checkbox"/> Extension of project duration <input type="checkbox"/> Decommittment / budget reduction		
Date and type of approval of the modification by the partnership	Prolongation/extension of URBforDAN project for additional 6 months (1.4.2021 – 30.9.2021) was approved by Steering Committee (SC) at the 2. Steering Committee Meeting (via e-mail) from 13. 11. 2020 – 17. 11. 2020 (see enclosed Meeting Minutes).		

Description of the project modification	<p><b>1) <u>Implementation of the URBforDAN – Extended project:</u></b></p> <ul style="list-style-type: none"> <li>- Implementation of 5 new project activities with the involvement of LP COL, ERDF PP1 SFS, ERDF PP4 Cluj, ERDF PP5 CMA, ERDF PP7 CoZ, ERDF PP8 HS doo, (IPA PP1 COB, IPA PP2 Srbijasume), ENI UA PP1 CoIF;</li> <li>- Request for additional funds for implementation of new project activities 317.100 EUR in total, including 202.385 EUR ERDF and 67.150 EUR ENI.</li> <li>- URBforDAN project prolongation for the period of 6 months to enable successful implementation of new project activities.</li> </ul> <p>WP 6 (T4) will pursue <b>2 key outputs of the URBforDAN – Extended project:</b></p>
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- Output 6.1 (Output T4.1) – 1 Strategic and 4 Operational parts of Integrated multi-use Management plans (IMMP) for 4 additional UPF focus areas in participating URBforDAN cities;
- Output 6.2 (Output T4.2)– 3 additional UPF focus areas equipped for multi-purpose use in participating URBforDAN cities.

**Activity 6.1 (A.T4.1): Implementation of "Best project idea" competition winner projects in URBforDAN - Extended project cities**

Start date: February 2021 / End date: June 2021

"Best project ideas" were so-far developed by citizens of all 7 URBforDAN cities, collected through a public tender, evaluated by city-level review committees within the framework of the URBforDAN project (Activity 5.2). 3 of them were in each URBforDAN city selected as "Best project idea" competition winner projects and further developed into "Project design concepts".

Within the framework of the URBforDAN – Extended project, we will implement some of them in practice – meaning that they will be fully developed and set-up in the UPF focus area of each participating city. Project partners from participating cities already selected the following 3 "**Best project idea**" **competition winner projects to be implemented** through activity 6.1:

- **Ljubljana** – a cognitive path "*Into the forest for health*" on the Golovec hill:  
The cognitive path will encourage visitors to embark on a circular thematic route and perform specially adapted well-being exercises at selected points, which are performed in a specific sequence. Such thematic pathways are based on attention recovery theory, stress reduction theory, and studies of a favorite place.  
The path will use already existing, but less heavily visited forest paths, thus only purchase and installation of most basic urban equipment is planned – 1 information/explanation board at the start of the path and 10 totems with instructions for exercises.
- **Zagreb** – an educational point "Insects on Grmošćica" on Grmošćica hill:  
Through implementation of this project idea we will set-up an additional education point fully devoted to the topic of insects (especially pollinators) to support educational programmes of local schools. The following urban equipment is planned to be installed – 3 educational boards in the shape of leaves, 1 wild-pollinator hotel, 1 "Fly



like a bee" swing for children, 1 frame for photography, as well as 3 wooden benches with tables for educational purposes.

- **Ivano-Frankivsk – "CULTURAL FOREST"** on Vovchynets hill:

Idea aims to create a space where creativity and nature will effectively intertwine, to attract connoisseurs and creators of culture to the forest, to make the forest a pleasant place for walks. Promote a caring attitude towards nature. Purchase and installation of the following urban equipment is planned – 10 wooden hammocks, 12 sculptures, 10 informational boards.

Deliverable 6.1.1 (D.T4.1.1) – title: Reports on activities implemented in selected UPF areas

Target value: 3

Delivery month: June 2021

For successful implementation of activity 6.1 (A.T4.1) of the URBforDAN – Extended project all participating partners would need 35.000 EUR.

WP6 (T4) Leader (LP) will be responsible to coordinate all other involved PPs and oversee the execution of this activity. Participating PPs (COL, HS d.o.o. and CoIF) will be responsible to execute 3 "Best project idea" competition winner projects on the participating URBforDAN project level. In Ljubljana COL, in Zagreb HS d.o.o and in Ivano-Frankivsk CoIF will implement this activity on their own. External experts will be relied upon for specific expertise. Non-participating PPs and ASPs will play the role of observers via regular on-line meetings – responsible for monitoring, commenting and constructive suggestions for improvement.

**Activity 6.2 (A.T4.2): Preparation of Operational parts of the IMMP for additional UPF focus area in URBforDAN – Extended cities**

Start date: February 2021 / End date: May 2021

Within the framework of the URBforDAN project, the project partnership through WP4 developed Integrated Multi-use Management Plans (IMMP) development methodology, executed all trainings for project partner staff and produced Ecosystem maps, Strategic parts of IMMPs and Operational parts of IMMPs for selected UPF focus areas



in all 7 URBforDAN Cities. All stated results were achieved by using a Participatory Approach – developed, trained and implemented through WP3 – and subsequent mobilization and heavy involvement of key stakeholders in key IMMP planning steps.

Within the framework of the URBforDAN – Extended project (with activity 6.2) participating URBforDAN cities and their project partners will **organize additional participatory workshops for UPF owners, managers and users** (at least 2 additional workshops are expected per each city) and **develop additional 1 Strategic and 4 Operational Parts of the IMMPs for 4 additional UPF focus areas:**

- **Ljubljana** – the additional UPF focus area will be Šmarna gora with cca. 260 ha of urban forests. In comparison to Golovec hill, Šmarna gora is even more frequently visited, but has a different ownership composition (still predominantly private UPF owners, however lower number, bigger lots and more active forest management – as they are predominantly farmers, which are more interested in forest production) – subsequently conflicts between owners and users are even more intense.
- **Cluj Napoca** – the additional UPF focus area will be a UPF Lomb forest area with cca. 120 ha. As this area was not encompassed with the original strategic part of IMMP in Cluj-Napoca the challenge will be to develop both Strategic and Operational part of the IMMP. It is commonly used by the citizens of Cluj-Napoca, especially in the weekends, making it a different type of attraction. CMA will develop both parts of the IMMP, while the City of Cluj Napoca will take over the participatory and consultation process.
- **Zagreb** – in this case, the original UPF area (eastern side of the Grmošćica hill) will be extended for additional 25 ha of UPF on western side of the Grmošćica hill. In this way the City of Zagreb will directly respond to suggestions by citizens of Vrapče, Gajnice, Podsused and Stenjevec neighborhoods (cca. 50.000 inhabitants) to engulf the whole Grmošćica hill, thus ensuring implementation of consistent and comprehensive solutions.
- **Ivano-Frankivsk** – the additional UPF focus area with cca. 283.5 ha of UPF is actually composed out of 6 UPF areas with cca. 283.5 ha of UPF – 2 UPF areas near Kolodivka (8 ha and 9 ha), 2 UPF areas near Dobrovliany (51 ha and 145 ha) and 2 UPF areas near Pidluzhzhia (51 ha and 19.5 ha). They are in municipality use and even more heavily visited by citizens of Ivano-Frankivsk than Vovchynets hill. The key challenge addressed by the Operational part of IMMP will be to join six forests zones into 1 forest route and promote them as one recreational multifunctional area.



For successful implementation of activity 6.2 (A.T4.2) of the URBforDAN – Extended project all participating partners would need 128.259 EUR.

ERDF PP2 (SFS) will be responsible to coordinate all other involved PPs and oversee the execution of this activity. Participating PPs (COL, SFS, Cluj, CMA, COZ, ColIF) will be responsible to develop 1 SP and 4 OP of the IMMP for additional UPF focus areas in participating URBforDAN cities. In Ljubljana COL will take over the participatory process (p. process) and the preparation of the OP of IMMP for Šmarna gora, while SFS will provide its expert support to the process. In Cluj Napoca CMA will take over the development of the SP and OP of IMMP, while Cluj will lead the p. process in development of the IMMP for the Lomb Forest. In Zagreb COZ will implement both the p. process and the preparation of the OP of IMMP for the western side of Grmošćica. In Ivano-Frankivsk ColIF will implement both the p. process and the preparation of the OP of IMMP for UPF focus area forests near Kolodiivka, Dobrobliany and Pidlyzhia. EE will be relied upon for specific expertise. Non-participating PPs and ASPs will play the role of observers via regular on-line meetings.

### Activity 6.3 (A.T4.3): Activities in selected additional UPF focus areas

Start date: March 2021 / End date: August 2021

Within the framework of the URBforDAN project, through WP5, the project partnership designed needed urban equipment and equipped selected UPF focus areas with it in order to allow them to become places for socialization, relaxation, recreation, education and high-quality experiencing of Natural Heritage for a diverse set of target groups. This was done for over 700 ha of urban and peri-urban forests in all 7 URBforDAN cities.

Within the framework of the URBforDAN – Extended project, with activity 6.3 (A.T4.3), participating cities will equip 3 additional UPF focus areas with needed urban equipment for multi-purpose use. Activity 6.3 (A.T4.3) is dealing with the same areas as the activity 6.2 (A.T4.2), making it a logical continuation:

- **Ljubljana** – the additional UPF focus area will be Šmarna gora with cca. 260 ha of urban forests. Šmarna Gora is not properly equipped for multi-purpose use and in not in line with design concept for UPFs in Ljubljana (Urban Forest Strategy), which is why the following types of urban equipment will be installed – 12 entrance point



information boards, 20 visitor direction and information totems, 10 benches, 5 wooden and 3 metal bicycle stands.

- **Zagreb** – in this case, the original UPF area (eastern side of the Grmošćica hill) will be extended to additional 25 ha of UPF on western side of the Grmošćica hill. It is not properly equipped for multi-purpose use, which is why the following types of urban equipment will be installed – 2 entrance point information board, 20 benches, 5 benches with tables, 14 benches and tables with wooden roof, 8 direction totems, 55 wooden platforms and one wooden swing. PP ERDF PP8 (Croatian Forests) have their own internal department for composition and maintaining of urban equipment. They will not purchase equipment, but build it themselves, therefore man-hours are included under staff costs and only purchase of material is calculated under equipment costs.
- **Ivano-Frankivsk** – the additional UPF focus area is actually composed out of 6 UPF areas with cca. 283,5 ha of UPF. The area is not properly equipped for multi-purpose use, which is why the following types of urban equipment will be installed - 3 recreational spots (each recreational spot encompasses 1 shelter, 1 fireplace, 3 benches, 1 table, 1 bin and 1 bike parking stand), 3 entrance points and 4 boards.

This being said, we have to emphasize that participating project partners will do the maximum possible extent rely on solutions and design concepts of urban equipment already developed in URBforDAN project – thus, re-using URBforDAN project results and establishing a distinct UPF design of urban equipment as a role-model for further such attempts by the cities in expected follow-up projects and activities.

Deliverable 6.3.1 (D.T4.3.1) – title: Reports on activities implemented in selected 2nd UPF focus areas

Target value: 3

Delivery month: August 2021

For successful implementation of activity 6.3 (A.T4.3) of the URBforDAN – Extended project all participating partners would need 109.500 EUR.

WP T4 Leader (LP - COL) will support and coordinate all PPs in implementation of this activity. However, most responsibilities for implementation of described activities will lie with participating PPs (COL, SFS, HS d.o.o. and ColIF), as they will buy/make urban equipment and ensure its installation. In Ljubljana COL will take over the urban



equipment purchase and set-up on Šmarna gora UPF focus area, while SFS will provide its expert support. In Zagreb / Ivano-Frankivsk, the whole activity will be performed by HS d.o.o. / CoIF. External experts will be relied upon for specific expertise. Non-participating PPs and ASPs will play the role of observers via regular on-line meetings – responsible for monitoring, commenting and constructive suggestions for improvement.

#### **Activity 6.4 (A.T4.4): Additional expert-level dissemination and capitalization activities**

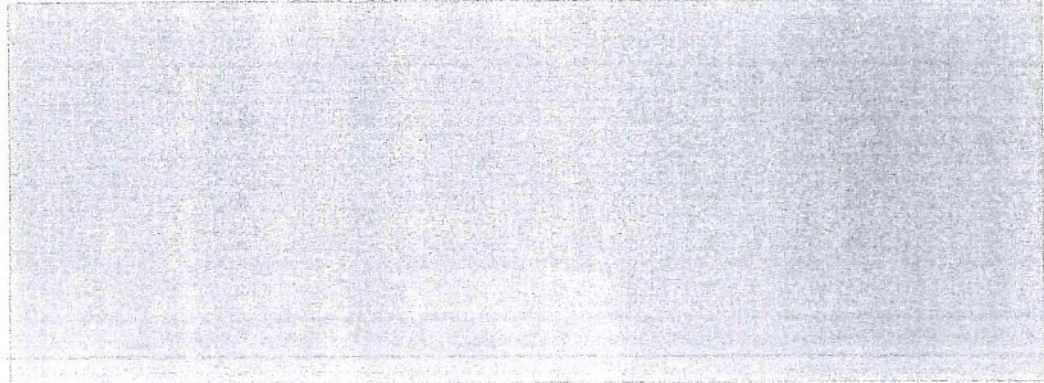
Start date: March 2021 / End date: August 2021

European Urban Forest Forum (EFUF) is the largest and most important expert conference organized on yearly basis in Europe. This is why the URBforDAN partnership understands EFUF as a perfect expert-level dissemination and capitalization platform for URBforDAN results and outputs.

At least 3 oral presentations presenting URBforDAN project results will be delivered as a main auditorium presentation on EFUF 2021 in Manchester (planned in May 2021). Each oral presentation will be devoted to different URBforDAN output or aspect – 1) Profiling Users of Urban and Peri-urban Forests in 7 cities; 2) Development of a common policy and standards for the »Urban forests of Slovenia« 3) Development of joint management platform in Urban Forests of Ljubljana, Slovenia. Other participating project partners will present their results through 3 poster sessions devoted to their specific experience linked to their UPF focus areas. 2 representatives of LP and 4 representatives from each URBforDAN – Extension city participating in URBforDAN – Extended project are expected to participate in the conference.

Just as importantly, one of URBforDAN project partners (the City of Belgrade) was already selected by EFUF Management Board to organize EFUF conference in 2022. There URBforDAN project partners will play an important role, organizing a separate 1-day experience and knowledge sharing event, focusing on all 7 URBforDAN cities. This is why it is important that as many URBforDAN project partners join the EFUF 2021. Not only to disseminate project results and outputs and search for capitalization opportunities, but also to gain proper experience in implementation and organization of such events. For this reason, at least 1 representative of both partners from





Serbia (IPA PP1 COB, IPA PP2 Srbijasume) will also participate in EFUF 2021 in Manchester – either on remaining funds from URBforDAN project budget or at own cost.

However, due to uncertain situation related with COVID 19 crisis in Europe, we must recognize the potential risk of postponing or cancelling EFUF 2021. In this case URBforDAN partnership will organize a 1-day URBforDAN project results dissemination and capitalization webinar for members of the transnational URBforDAN Network and UN-FAO led SilvaMed Working Group in order to try to achieve a similar transnational dissemination effect.

Deliverable 6.4.1 (D.T4.4.1) – title: URBforDAN project EFUF presentations and posters

Target value: 6

Delivery month: August 2021

For successful implementation of activity 6.4 (A.T4.4) of the URBforDAN – Extended project all participating partners would need 21.350 EUR.

WP T4 Leader (ERDF PP1) will be responsible to coordinate all other involved PPs and oversee the execution of this activity. Participating PPs will be responsible to actively participate in EFUF conference and gather ideas for EFUF 2022 Belgrade conference. External experts, heavily involved in the URBforDAN project will be relied upon for specific expertise. Non-participating PPs and ASPs will play the role of observers via regular on-line meetings – responsible for monitoring, commenting and constructive suggestions for improvement.

**Activity 6.5 (A.T4.5): Additional joint evaluation, dissemination and management of URBforDAN – Extended project**

Start date: February 2021 / End date: August 2021

**Joint evaluation and dissemination of URBforDAN – Extended project** - An on-line survey between participating URBforDAN cities and their project partners will be conducted to collect impressions and additional lessons learnt from all activities of WP6 (T4) – thus further implementing documented learning interaction of the URBforDAN project, allowing project partners to gain and exchange additional experience and knowledge. This knowledge will



be shared with all URBforDAN project partners and associated partners through a special 1-day webinar fully devoted to presentation of WP6 (T4) results and exchange of additionally gained knowledge and experiences on transnational level. Furthermore, just as in case of the URBforDAN project WP3 and WP4, conclusions of the documented learning interaction will be compiled, alongside additional lessons learnt, in a special WP6 (T4) joint evaluation report. This report will be shared on a transnational level throughout URBforDAN own knowledge dissemination platform – URBforDAN Network.

Deliverable 6.5.1 (D.T4.5.1) – title: Joint evaluation report on activities implemented in WP6 (T4) - including lessons learnt

Target value: 1

Delivery month: August 2021

For successful implementation of activity 6.5 of the URBforDAN – Extended project all participating partners would need 6.095 EUR for Additional joint evaluation, dissemination. Costs will cover staff costs and interlinked administrative costs.

WP6 (T4) Leader (LP) will be responsible to coordinate all other participating PPs and oversee the execution of this activity. Each participating PP will be actively involved in Activity. LP will be in charge of organizing and coordinating a special 1-day webinar fully devoted to presentation of WP6 (T4) results and exchange of additionally gained knowledge and experiences on transnational level and for preparation of joint evaluation report on activities implemented in WP6 (T4) - including lessons learnt.

Due to implementation of the additional WP6 (T4) **WP1 Project Management Activities** will have to be also extended and performed as they were already in the URBforDAN project. Also, due to project extension 1 extra reporting period (period 7) will have to be added, alongside all standard deliverables for 1 additional period.

Deliverable D.M.2.7 – title: Technical, financial and quality report, Steering Committee / Quality Management Board meeting, e-conference meetings

Target value: 3



Delivery month: September 2021

For successful implementation of additional project management of the URBforDAN – Extended project all participating partners would need 16.905 EUR. Costs will cover staff costs and interlinked administrative costs.

For successful implementation of the URBforDAN – Extended project all participating partners would need the following amount of funds:

PROJECT PARTNER	STAFF COST	ADMINISTRATIVE COST	TRAVEL AND ACCOMMODATION	EXTERNAL SERVICES	EQUIPMENT	TOTAL
LP COL	20.000,00 €	3.000,00 €	2.200,00 €	40.300,00 €	30.500,00 €	96.000,00 €
ERDF PP1 SFS	15.000,00 €	2.250,00 €	2.100,00 €	5.400,00 €	- €	24.750,00 €
ERDF PP4 GIUJ	3.000,00 €	450,00 €	- €	12.500,00 €	- €	15.950,00 €
ERDF PP5 CMA	12.000,00 €	1.800,00 €	1.100,00 €	20.400,00 €	- €	35.300,00 €
ERDF PP7 CoZ.	9.000,00 €	1.350,00 €	- €	5.000,00 €	- €	15.350,00 €
ERDF PP8 HS doo	25.000,00 €	3.750,00 €	1.100,00 €	3.400,00 €	17.500,00 €	50.750,00 €
ENI UA PP1 CoIF	10.000,00 €	1.500,00 €	1.100,00 €	33.400,00 €	33.000,00 €	79.000,00 €
<b>TOTAL</b>	<b>94.000,00 €</b>	<b>14.100,00 €</b>	<b>7.600,00 €</b>	<b>120.400,00 €</b>	<b>81.000,00 €</b>	<b>317.100,00 €</b>

2) Prolongation of the URBforDAN project:

- Prolongation of selected URBforDAN project activities for the period of 4 months to enable successful finalization of selected activities, delayed in implementation due to COVID-19 related reasons.

Beside Request for project extension, we would like to emphasize that the following activities of the original project URBforDAN would need prolongation – mainly due to COVID 19 and National Control Body establishment in Ukraine related reasons:

- **Activity 3.3. Active involvement of key actors in development of future UPF management would need prolongation for additional 4 months (until 30.7.2020).** This activity is already on-going but was seriously affected by COVID 19 restrictions. LP



and SFS are responsible for implementation of this activity and are the only two project partners asking for the prolongation of this activity. Delivery periods for O3.1 (Participatory Planning & UPF Management Guidelines) and O3.2 (Pilot Initiative for joint management of UPF), as well as for deliverables D3.3.1 (Minutes on meetings with all interested key actors about establishment and management of the initiative) D3.3.2 (Statutory Act of the initiative) and D3.3.4 (Evaluation report on activities A3.2 and A3.3) should also be amended accordingly, as they are outputs and deliverables directly connected to implementation of the activity 3.3.

- **Activity 4.4. Dissemination, Transferability and Replicability** would need prolongation for additional 4 months (until 30.7.2020). This activity has been started but was seriously affected by COVID 19 restrictions. LP and SFS are responsible for implementation of this activity, while ASP cities (Prague, Podgorica and Sarajevo) represent key target audience. ASP sponsoring partners must also be included in this activity (beside COL also BUD and COZ), as they are covering costs in the name of all 3 ASP cities. Delivery periods for O4.4 (Participatory Planning & UPF Management Guidelines), as well as for deliverables D4.4.2 (Reports on dissemination & transferability missions to ASP Cities with recommendations for transferability and replicability of URBFordAN outputs in ASP Cities) and D4.4.3 (URBFordAN Capitalisation Strategy) should also be amended accordingly, as they are outputs and deliverables directly connected to implementation of the activity 4.4.

- **Activity 5.1. UPF areas equipped for multi-purpose use** would need prolongation for additional 3 months (till 30.6.2020). This activity has been started, but was seriously affected by COVID 19 restrictions and in case of ColF also by late establishment of the National Control Body establishment in Ukraine. FOKERT, CMA, COZ and ColF are the project partners involved in prolongation of this activity. Delivery periods for O5.1 (UPF areas equipped for multi-purpose use), as well as for deliverables D5.1.1 (Reports on activities implemented in selected UPF areas) and D5.1.2 (Joint evaluation report on activities implemented in selected UPF areas (including lessons learned and best practices)) should also be amended accordingly, as they are outputs and deliverables directly connected to implementation of the activity 5.1.

Subsequently, due to prolongation of above-mentioned activities and gathering final results of the URBFordAN project, 1.3 (Quality management, monitoring), 2.1 (Final Joint Communication Activity Report), 2.2 (Layman's report) and 2.3 (press conferences, media reports and press clipping reports) should also be prolonged for additional 4 months and activities 1.2 (day-to-day management, partner meetings, reporting), 2.3 (final conference + photo library (photo exhibition at final conference)) for additional 6 months for all project partners in order to allow for logical conclusion of the URBFordAN project activities.



**1) Implementation of the URBforDAN – Extended project:**

As the Interreg Danube Programme announced availability of additional funds for implementation of new project activities to projects running under 2. Call for proposal, URBforDAN project partners recognized it as a good opportunity to extend project with new activities in order to improve the overall project impact, as well as gain additional experiences and further verification of URBforDAN tools and methods.

**1.1) Overall URBforDAN – Extended project justification:**

All new/additional activities of the proposed URBforDAN – Extended project will be compiled into 1 new/additional Work Package – WP 6 (T4) – URBforDAN uptake. As the name itself states, they will focus on:

- Activities that further complement the work carried out by the partnership and provide the actual uptake of URBforDAN project outputs.
- Activities whose relevance is justified with regard to the original project objectives and strengthen transnational impact of URBforDAN project outputs.

**Justification of the project modification**

In this way, **URBforDAN – Extended project will re-use tools and methods developed, tested and improved (based on lessons learned) and apply them to 4 additional UPF focus areas** in order to:

- 1) Implement citizen driven actions (activity 6.1) developed through participatory development of IMMPs – further strengthening the impact of URBforDAN SO3 *“To strengthen cross-sectoral local and transnational cooperation”*.
- 2) Replicate tools and methods on 4 additional UPF focus areas (activity 6.2), further implementing Strategic parts of IMMPs in 4 URBforDAN – Extended project cities and establishing them as new standard of UPF planning and management – further strengthening the impact of URBforDAN SO1 *“To introduce participatory integrated UPF management in Danube Cities”* & SO3 *“To strengthen cross-sectoral local and transnational cooperation”*.
- 3) Improve UPF planning and management on additional 685 ha of UPF 4 additional UPF focus areas (activity 6.2 and 6.3). Subsequently, increasing the overall impact of the URBforDAN project from over 700 ha of UPF to over 1.385 ha of UPF, as well as resolving additional UPF use and management linked conflicts and challenges specific to additional UPF focus areas – further strengthening the impact of URBforDAN SO2 *“To enable sustainable use of natural heritage and its resources”*.

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- 4) Involve additional UPF owners, managers and users, reinforce their cooperation through enlarged participatory cooperation (activity 6.2 and 6.3), as well as provide further tools and methodology implementation experience to PP staff and prolonging documented learning experience – collected and shared on transnational level – further strengthening the impact of URBforDAN SO1 *“To introduce participatory integrated UPF management in Danube Cities”* & SO3 *“To strengthen cross-sectoral local and transnational cooperation”*.
- 5) All additional lessons learnt will not only be evaluated and shared with all URBforDAN project partners and associated partners, but also further promoted and disseminated through well established expert-level transnational communication platforms – e.g. EFUF (activity 6.4), URBforDAN Network – further strengthening the impact of URBforDAN SO3 *“To strengthen cross-sectoral local and transnational cooperation”*.

Subsequently, the **URBforDAN – Extended project** is substantially improving the impact of the **original main URBforDAN project result** – *Intensified cooperation of key actors through participatory development of Integrated multi-use Management Plans of UPF and joint development of new management tools – all leading to sustainable use of ecosystem services provided by natural heritage in Danube Cities.*

#### **1.2) In-detail justification on the level of individual URBforDAN – Extended project activities:**

Above described **uptake of URBforDAN project outputs**, as well as strengthen transnational impact of URBforDAN project outputs **will be achieved through the following new/additional activities:**

As such, **activity 6.1** represents a **direct URBforDAN project outputs uptake**. Furthermore, it showcases strong added value in concrete results of the participatory approach used in WP3 (*implementation of projects proposed by citizens*), kicks off implementation of concrete activities in line with developed Strategic and Operational parts of IMMPs developed in WP4 (*showcasing maturity and feasibility of IMMPs for actual implementation*), as well as strengthens the relationship and trust between citizens and city administrations (*due to realized citizen developed and driven projects*).

As such, **activity 6.2 and 6.3** represents a **direct URBforDAN project outputs uptake**. It provides opportunity for replication of key URBforDAN outputs on the local level, as well as clearly establishing the UPF planning and

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management approach as a new city-citizen cooperation model and a new standard in UPF planning and management (*showcasing clear commitment of participating cities to respect this new standard*). Furthermore, adding 4 new UPF focus areas and equipping 3 of them with urban equipment will increase the actual impact of the URBforDAN project (from over 700 ha UPF areas to over 1.385 ha UPF areas), as well as provide the opportunity to re-use gained knowledge and experiences (*further validating replication potential of tools and methods developed through WP3, WP4 and WP5*). Subsequently, involved project partner staff will be provided with an additional opportunity to test and further increase their capacities and gain additional operational experiences. Additional added value will be as well in solving new challenges (especially different type of owners in Ljubljana and different type of focus area in Ivano-Frankivsk) All this findings will also extend the URBforDAN learning documented interaction process.

European Urban Forest Forum (EFUF) is the largest and most important expert conference organized on yearly basis in Europe. This is why **the URBforDAN partnership understands EFUF as a perfect expert-level dissemination and capitalization platform for URBforDAN results and outputs**. Even more importantly, one of URBforDAN project partners (the City of Belgrade) was already selected by EFUF Management Board to organize EFUF conference in 2022. Therefore, URBforDAN project partners will play an important role, organizing a separate 1-day experience and knowledge sharing event, focusing on all 7 URBforDAN cities. This is why it is important that URBforDAN project partners join the EFUF 2021. Not only to disseminate project results and outputs and search for capitalization opportunities, but also to gain proper experience in implementation and organization of such events. Based on all stated, we believe it is important to send URBforDAN city representatives to EFUF 2021 in Manchester. As such, **activity 6.4 represents activities whose relevance is justified with regard to the original project objectives and strengthen transnational impact of URBforDAN project outputs**.

**For conclusion, we would like to add that the on-going COVID19 crisis revealed the true importance of UPF for wellbeing of citizens**, as they offer important escape and stress relief from current restrictions – a great added value for any modern city. This was one of key unexpected conclusions of so-far implementation of the URBforDAN project.



All URBforDAN project and associated partners are convinced that ensuring proper planning and management of 4 additional UPF focus areas in total surface of over 685 ha, as well as equipping 560 ha of them for multi-purpose use, is crucial in the current situation and would not only contribute to sustainable use of natural heritage and its resources, but also to improved living conditions and wellbeing of over 2 million inhabitants in participating URBforDAN – Extended cities.

## **2) Prolongation of the URBforDAN project:**

*In the next few paragraphs, we tried to explain the overall situation that the URBforDAN project and its project partners found themselves in due to unforeseen external factors.*

*As participatory approach was embedded in the overall design of the URBforDAN project and as citizens in all 7 URBforDAN cities responded actively and constructively to the project, the COVID 19 restrictions significantly hampered final few stages of the URBforDAN project. The first serious set-back was connected to inability to carry out the consultation processes and confirm IMMPS developed in WP4 during the first COVID19 wave in spring-time 2020. Given various situations in all 7 countries, PPs were differently successful in responding and adapting to COVID 19 restrictions. This significantly disrupted the timeline for several partners.*

*As project activities between WP3, WP4 and WP5 are so closely connected and depend on each-other, this created a domino-effect – as consultation processes for IMMPS were finalized over summer, procurement processes in WP5 were delayed. Although they were completed in autumn 2020, their execution was again slowed down by the second COVID 19 wave and are in some cities already additionally slowed down by winter weather conditions.*

*COVID 19 restrictions also significantly hampered the ability for international travel and organization of events – in URBforDAN project both planned trilateral project meetings in Cluj Napoca and Vienna had to be canceled, and despite our best efforts second wave of COVID 19 restrictions prevented already the second attempt to carry out on dissemination & transferability missions to ASP Cities with recommendations for transferability and replicability of URBforDAN outputs in ASP Cities. It also prevented COL and SFS to make significant progress on establishment of the first joint UPF management initiative.*

*On the other hand, our Ukrainian project partner, the City of Ivano-Frankivsk, was faced with additional problem – late establishment of the National Control Body in Ukraine. This problem was regularly reported and actively discussed with JS on several occasions.*



After the explanation of the overall situation, we deliver the following justification for the following URBforDAN activities:

- **Activity 3.3. Active involvement of key actors in development of future UPF management** – the aim of this activity is establishment of the Pilot Initiative for joint management of UPF, meaning that this is an intensive participatory process involving predominantly small UPF private owners. As most of them are over 60/70 years old in-person meetings and workshops are needed to make any progress. Many of them are also not computer literate, making any attempts for on-line meetings or even communication almost impossible. In Ljubljana any gatherings and events were prohibited for long periods of time due to COVID 19 related restrictions. Despite this we managed to organize 3 workshops/meetings with them. However, establishment of the Pilot Initiative for joint management of UPF is a process (at least 10 meetings were originally planned). Given the current situation in the second COVID19 wave, we realistically assessed that more time is needed to accomplish the aim of this activity, which is why we are respectfully asking for its prolongation for additional 4 months.
- **Activity 4.4. Dissemination, Transferability and Replicability** – the aim of this activity is to execute dissemination & transferability missions to ASP Cities with recommendations for transferability and replicability of URBforDAN outputs in ASP Cities. This makes it one of most important URBforDAN dissemination, transferability and replicability activities, as well as a within-project verification tool and important transnational lessons learned opportunity. This activity was initiated already in autumn 2019 with draft agendas prepared for all ASP cities. However, the first COVID 19 wave postponed plans to execute all 3 city visits in the summer/autumn period. Upon this, serious attempt to move city visits to on-line platform were made. However, the whole URBforDAN project partnership agreed that without actual city visits any attempts to try to transfer the knowledge to ASP cities will be significantly reduced. This is why we have decided to respectfully ask for prolongation of this activity for 4 additional months and providing the partnership with an additional opportunity to carry these missions out as planned and with desired effect.
- **Activity 5.1. UPF areas equipped for multi-purpose use** – the aim of this activity is to equip UPF focus areas with urban equipment for the multi-purpose use. This activity has been started, but was seriously affected by COVID 19 restrictions (some PP were not able to implement public procurements in time as external expert were not applying for tenders as they were not sure if they can arrange equipment and install it within deadlines) and in case of ColF also by late establishment of the National Control Body establishment in Ukraine, which delayed many activities (City even had to stopped payments for some time as they were not sure if they will be refunded). All stated delays led to the situation in which 4 project partners – FOKERT, CMA, COZ and ColF are respectfully asking for the prolongation of this activity for 3 months.



As already explained in the modification section, all above activities are interconnected with other stated important URBforDAN outputs and deliverables. This is why we also respectfully ask for adequate prolongation of such outputs and deliverables, due to above explained reasons. Also, due to prolongation of above-mentioned activities and gathering final results of the URBforDAN project, 1.3 (Quality management, monitoring), 2.1 (Final Joint Communication Activity Report), 2.2 (Layman's report) and 2.3 (press conferences, media reports and press clipping reports) should also be prolonged for additional 4 months and activities 1.2 (day-to-day management, partner meetings, reporting), 2.3 (final conference + photo library (photo exhibition at final conference) for additional 6 months for all project partners in order to allow for logical conclusion of the URBforDAN project activities.

If allowed, the URBforDAN partnership would also like to propose another suggestion linked to the organization of the final conference. As the partnership would like to finalize all activities (if the extension of project will be approved), gather all results and only then organize the final conference and present all project results at once, we ask for prolongation of only this activity (2.3) and consequently activity (1.2) until September 2021.

Despite best efforts and significant progress in URBforDAN project execution in the last 6 months, we have to respectfully ask for project prolongation, which will allow us to finalize the URBforDAN project in full. Not only that – based on our so far results we are at the same time applying for the URBforDAN – Extended project. Thus, demonstrating the determination needed not only to finalize the URBforDAN project in full, but also to further enhance its impacts. We would like to emphasize that we are not requesting additional funds for this prolongation, just additional 4 months which will allow us to finish the URBforDAN project in these intensive and challenging times.

\_\_\_\_\_  
Zoran Janković, the Mayor

Signature of the legal representative of the LP


(Official stamp of the institution)



\_\_\_\_\_  
Place and date

15-12-2020  
LJUBLJANA





**Addendum No. 2 to the  
Subsidy Contract  
Project Code: DTP2-018-2.2**

**Acronym: URBforDAN**



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**ADDENDUM No. 2 to the SUBSIDY CONTRACT**

**for the implementation of the project**

**DTP2-018-2.2 – URBforDAN**

**Management and utilisation of urban forests as natural heritage in the  
Danube cities**

**within the Danube Transnational Programme**

The following Addendum to the Subsidy Contract is concluded between

**Ministry of Finance** hosting the **Managing Authority/Joint Secretariat** of the Danube Transnational Programme (hereinafter referred to as MA/JS),  
Official address: 1051 Budapest, József nádor tér 2-4.  
Tax number: 15303392-2-41

on one hand,

and

**Name: City of Ljubljana**

Official address: Mestni trg 1, 1000 Ljubljana, Slovenia

Tax number: 67593321

Name of bank and address: Banka Slovenije, Slovenska Cesta 35, Ljubljana, Slovenia

IBAN number: SI56012610100000114

SWIFT code: BSLJSI2X

Official representative: Zoran Janković

acting as **Lead Partner** (hereinafter referred to as LP)

on the other hand,

hereinafter jointly referred to as Parties

1. The following provisions of the Subsidy Contract concluded under the Danube Transnational Programme for the implementation of the **URBforDAN - Management and utilisation of urban forests as natural heritage in the Danube cities** project on 30.07.2018 between the above Parties are hereby completed/replaced as follows:



Article 1 (1) is modified as follows:

Total Project budget	3,105,666.61 Euro
Maximum ERDF contribution awarded	2,109,350.66 Euro
Maximum IPA contribution awarded	281,691.62 Euro
Maximum ENI UA contribution awarded	248,774.30 Euro

Article 2 (1) is modified as follows:

Project end date: 30.09.2021

Deadline for payment of the costs reported in the last reporting period: 29.11.2021

Article 4 (3) is modified as follows:

Period ID	Reporting period (dd/mm/yyyy-dd/mm/yyyy)	Deadline for submission of the Progress Report and Application for Reimbursement (dd/mm/yyyy)	Spending forecast <sup>1</sup> EUR
period 1	01.06.2018-31.10.2018	01.02.2019	355,472.46
period 2	01.11.2018-30.04.2019	01.08.2019	489,502.84
period 3	01.05.2019-31.10.2019	01.02.2020	409,647.95
period 4	01.11.2019-30.04.2020	01.08.2020	622,833.77
period 5	01.05.2020-31.10.2020	01.02.2021	495,310.93
period 6	01.11.2020-30.04.2021	01.08.2021	240,946.16
Period 7	01.05.2021-30.09.2021	01.01.2022	491,952.50
Total Project budget			3,105,666.61

<sup>1</sup> Validated expenditure at project level including expenditure of ERDF and IPA and ENI partners.

*Handwritten signature/initials*



The Annexes to the Subsidy Contract are to be replaced as follows:

I. Revised Application Form

The following sections are affected by the modifications in accordance with the content of the respective Request for project modification document approved by the MC:

- a) Section 1: Project Summary
- b) Section 4: Work Packages and Activities
- c) Project budget

2. Date of approval of project modification: 03.02.2021
3. All other Articles and paragraphs of the original Subsidy Contract and its previous addendum other than the above defined ones remain unchanged and effective.
4. The present Addendum is signed in two original copies, of which one remains at the Lead Partner and other original copy has to be returned to the MA/JS.
5. The present Addendum enters into force on the date of signature by the last of both Parties.

place and date 15 -04- 2021	place and date Budapest, 2021 March 31.
Signature: 	Signature: 
 City of Ljubljana (Lead Partner)	 Ministry of Finance (Managing Authority/Joint Secretariat)
Represented by Zoran Jankovic	Represented by Imre Csalagovits
Mayor	Head of Managing Authority

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310-19/2018-110









Interreg



Danube Transnational Programme

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### ANNEXES to the Addendum to the Subsidy Contract

1. The latest version of the Application Form as modified in eMS in accordance with the Request for project modification document approved by the MC

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**Interreg**



EUROPEAN UNION

**Danube Transnational Programme**



**Addendum No. 1 to the**

**Subsidy Contract**

**Project Code: DTP2-018-2.2**

**Acronym: URBforDAN**

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**ADDENDUM No. 1 to the SUBSIDY CONTRACT**

**for the implementation of the project**

**DTP2-018-2.2 – URBforDAN**

**Management and utilisation of urban forests as natural heritage in the  
Danube cities**

**within the Danube Transnational Programme**

The following Addendum to the Subsidy Contract is concluded between

**Ministry of Finance** hosting the **Managing Authority/Joint Secretariat** of the Danube Transnational Programme (hereinafter referred to as **MA/JS**),  
Official address: 1051 Budapest, Józsefnádortér 2-4.  
Tax number: 15303392-2-41

and

on one hand,

**Name: City of Ljubljana**

Official address: Mestnitrg 1, 1000 Ljubljana, Slovenia

Tax number: 67593321

Name of bank and address: Banka Slovenije, Slovenska Cesta 35, Ljubljana, Slovenia

IBAN number: SI56012610100000114

SWIFT code: BSLJSI2X


Official representative: Zoran Jankovic

acting as **Lead Partner** (hereinafter referred to as **LP**)

on the other hand,

hereinafter jointly referred to as Parties

1. The following provisions of the Subsidy Contract concluded under the Danube Transnational Programme for the implementation of the **URBforDAN- Management and utilisation of urban forests as natural heritage in the Danube cities** project on 30.07.2018 between the above Parties are hereby completed/replaced as follows:
2. Article 2 (1)

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Date of approval of project: 23.05.2018

Project starting date: 01.06.2018

Project end date: 31.03.2021

Deadline for payment of the costs reported in the last reporting period: 30.05.2021

Article 2 (2):

The project activities have to be carried out and finalised within the project periods.

Project expenditure - with the exception of costs outlined in Article 2.3 - has to be incurred and paid between the starting date of the project and the project end date as defined in Article 2.1

Article 4 (3) of the Subsidy Contract is modified as follows:

Period ID	Reporting period (dd/mm/yyyy- dd/mm/yyyy)	Deadline for submission of the Progress Report and Application for Reimbursement (dd/mm/yyyy)	Spending forecast <sup>1</sup> EUR
period 1	01.06.2018-31.10.2018	01.02.2019	355,472.46
period 2	01.11.2018-30.04.2019	01.08.2019	489,502.84
period 3	01.05.2019-31.10.2019	01.02.2020	409,647.95
period 4	01.11.2019-30.04.2020	01.08.2020	631,733.77
period 5	01.05.2020-30.10.2020	01.02.2021	663,310.93
period 6	01.11.2020-31.03.2021	01.07.2021	238,898.66
Total Project budget			2,788,566.61

The Annexes to the Subsidy Contract are completed / replaced as follows:

I. Revised Application Form

The following sections are affected by the modifications:

- a) Section 4: Work Packages and Activities
- b) Project budget

<sup>1</sup>Validated expenditure at project level including expenditure of ERDF and IPA and ENI partners.



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3. Date of decision on the modification by the Managing Authority: 06.03.2020
4. All other Articles and paragraphs of the original Subsidy Contract and its previous addendum other than the above defined ones remain unchanged and effective.
5. The present Addendum is signed in two original copies, of which one remains at the Lead Partner and other original copy has to be returned to the MA/JS.
6. The present Addendum enters into force on the date of signature by the last of both Parties.

place and date 16-06-2020	place and date Budapest 22.05.2020
Signature: 	Signature: 
 <b>City of Ljubljana</b> (Lead Partner)	 <b>Ministry of Finance</b> (Managing Authority/Joint Secretariat) 71.
Represented by Zoran Jankovic	Represented by Imre Csalagovits
Mayor	Head of Managing Authority

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Danube Transnational Programme

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**ANNEXES to the Addendum to the Subsidy Contract**

1. The latest version of the Application Form to be modified in accordance with the content of the respective change-log file approved by the MA/JS.

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EUROPEAN UNION

**Danube Transnational Programme**



**Subsidy Contract**

**Project Code: DTP2-018-2.2**

**Acronym: URBforDAN**

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## SUBSIDY CONTRACT

for the implementation of the project

**DTP2-018-2.2 – URBforDAN**

**Management and utilisation of urban forests as natural heritage in the  
Danube cities**

**within the Danube Transnational Programme**

The following Subsidy Contract (furthermore referred to as Contract) is concluded between

**Ministry of Finance** hosting the **Managing Authority/Joint Secretariat** of the Danube Transnational Programme (hereinafter referred to as MA/JS),  
Official address: 1051 Budapest, József nádor tér 2-4.  
Tax number: 15303392-2-41

on one hand,

and

**Name: City of Ljubljana**

Official address: Mestni trg 1, 1000 Ljubljana, Slovenia

Tax number: 67593321

Name of bank and address: Banka Slovenije, Slovenska Cesta 35, Ljubljana, Slovenia

IBAN number: SI56012610100000114

SWIFT code: BSLJSI2X

Official representative: Zoran Jankovic

acting as **Lead Partner** (hereinafter referred to as **LP**)

on the other hand,

hereinafter jointly referred to as Parties

based on the following legal framework:

- Regulation (EU) No. 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006;
- Regulation (EU) No. 1301/2013 of the European Parliament and of the Council of 17 December 2013 on the European Regional Development Fund and on specific provisions



- concerning the Investment for growth and jobs goal and repealing Regulation (EC) No 1080/2006;
- Regulation (EU) No. 1299/2013 of the European Parliament and of the Council of 17 December 2013 on specific provisions for the support from the European Regional Development Fund to the European territorial cooperation goal;
  - Regulation (EU) No. 231/2014 of the European Parliament and of the Council of 11 March 2014 establishing an Instrument for Pre-accession Assistance (IPA II);
  - Regulation (EU) No. 232/2014 of the European Parliament and of the Council of 11 March 2014 establishing a European Neighbourhood Instrument (ENI);
  - Regulation (EU) 447/2014 of the European Parliament and of the Council of 2 May 2014 on the specific rules for implementing Regulation (EU) No 231/2014 of the European Parliament and of the Council establishing an Instrument for Pre-accession assistance (IPA II);
  - Regulation (EU) No 236/2014 of the European Parliament and of the Council of 11 March 2014, Common Implementing Regulation for External Actions;
  - Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC;
  - Commission Delegated Regulation (EU) No 481/2014 of 4 March 2014 supplementing Regulation (EU) No 1299/2013 of the European Parliament and of the Council with regard to specific rules on eligibility of expenditure for cooperation programmes;
  - Regulation (EU, Euratom) No. 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002;
  - Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union;
  - All other applicable EU legislation, including the legislation laying down provisions on public procurement, on competition, on state aid, on protection of the environment and on equal treatment between men and woman;
  - The European Territorial Cooperation Programme Interreg V-B Danube, approved by the European Commission on 20/08/2015 C(2015) 5953 and modified on 12/06/2017 C(2017) 4091;
  - All manuals and guidelines issued by the Danube Transnational Programme (e.g. Applicants Manual, Implementation Manual, Guidelines for reporting & project changes) relevant for this contract available on the Programme's website: [www.interreg-danube.eu](http://www.interreg-danube.eu)

Terms of this contract will be used according to the abbreviations and glossary of the Applicants Manual of the Danube Transnational Programme (hereinafter referred to as Applicants Manual).

## Article 1 Award of subsidy

1. In accordance with the decision of the Monitoring Committee, dated **23.05.2018** an earmarked subsidy is awarded to the LP from the European Regional Development Fund (hereinafter: ERDF), from the Instrument for Pre-Accession Assistance (hereinafter:

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IPA) and from the European Neighbourhood Instrument (hereinafter: ENI) under the Danube Transnational Programme for the implementation of the **DTP2-018-2.2 - URBforDAN** project.

<b>Total Project budget</b>	<b>2,788,566.61 Euro</b>
<b>Maximum ERDF contribution awarded</b>	<b>1,906,965.66 Euro</b>
<b>Maximum IPA contribution awarded</b>	<b>281,691.62 Euro</b>
<b>Maximum ENI UA contribution awarded</b>	<b>181,624.30 Euro</b>

2. The co-financing rates for the contribution from the EU Funds (ERDF and IPA and ENI) per project partners are set in the approved Application Form. The co-financing rates for the EU Funds per partners cannot exceed 85%.
3. The maximum amount of EU Funds awarded for the project cannot be exceeded.
4. Should the total eligible costs after the completion of the project be lower than the budgeted amount, the abovementioned EU Funds awarded under the Danube Transnational Programme will be correspondingly lower.
5. Reimbursement of the ENI contribution is under condition that the management and control system of Ukraine and/or Republic of Moldova is considered compliant and has been designated by the Audit Authority of the DTP.
6. The MA/JS may decide to suspend the reimbursement of the contribution from the EU Funds if the compliance of the management and control system is not ensured, or system errors are detected within the audits. If the provisions of the IPA and/or ENI Financing Agreements are not respected by the Partner States concerned, the MA/JS may decide to suspend the IPA and/or ENI Contribution. The LP shall be informed on the suspension and also on the end of this suspension.
7. If the European Commission fails to make the Funds available due to reasons that are outside the sphere of influence of the programme, the MA/JS will be entitled to withdraw from this contract. In such a case, any claim by the LP or by the PPs against the MA/JS for whatever reasons is excluded.

## Article 2 Duration of the project and eligibility in time

1. Date of approval of project: 23.05.2018  
Project starting date: 01.06.2018

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Project end date: 30.11.2020

Deadline for payment of the costs reported in the last reporting period: 29.01.2021.

2. The project activities have to be carried out and finalised within the project period.
3. As a general rule, eligible project expenditure has to be actually incurred and paid between the starting date of the project and the project end date as defined in Article 2(1), with exception of the followings:
  - a) Preparation costs reimbursed in form of a lump sum;
  - b) Expenditure calculated on flat rate basis shall relate only to costs incurred within the project period;
  - c) Costs reported in the last reporting period and incurred before the end date of the project, as well as the control costs related to the last Progress Report and Application for Reimbursement have to be paid within 60 calendar days from the end date of the project. The deadline for payments is defined in Article 2(1).

### **Article 3 Object of use**

1. The contribution from the EU Funds is awarded exclusively for the implementation of the Project as it is described in the Application Form approved by the Monitoring Committee. The Application Form and the Partnership Agreement signed between the Project Partners are Annexes of this contract.
2. Project expenditure, including preparation costs, which qualifies for the contribution from the EU Funds awarded according to Article 1(1), consists exclusively of project expenditure related to the project activities listed in the Application Form approved by the Monitoring Committee.
3. The programme rules for the eligibility of expenditure are set in the Applicants Manual and in the Implementation Manual.

### **Article 4 Progress Report and Application for Reimbursement**

1. The LP can only submit Progress Report and Application for Reimbursement to the MA/JS by providing proof of progress of the project. Therefore, the LP has to submit a Progress Report with each Application for Reimbursement consisting of an activity report which contains the description of the activities carried out and their outputs and results during the reporting period and of a financial report presenting the financial progress of the project in accordance with the approved Application Form.

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2. The LP has to submit the Progress Report and the Application for Reimbursement on a 6 month basis reporting period starting from month of the approval date of the project (Article 2(1)) except the first and the last reporting period that can be different than 6 months. The Progress Report and the Application for Reimbursement (including the last Progress Report and Application for Reimbursement) have to be submitted to the MA/JS within 3 months started from the end date of each reporting period and ended at the deadline indicated in the Article 4(3).
3. The reporting periods and the deadlines for submission of the Progress Report and Application for Reimbursement of the project are the followings:

Period ID	Reporting period (dd/mm/yyyy- dd/mm/yyyy)	Deadline for submission of the Progress Report and Application for Reimbursement (dd/mm/yyyy)	Spending forecast <sup>1</sup> EUR
period 1	01.06.2018-31.10.2018	01.02.2019	361,472.46
period 2	01.11.2018-30.04.2019	01.08.2019	493,502.84
period 3	01.05.2019-31.10.2019	01.02.2020	412,647.95
period 4	01.11.2019-30.04.2020	01.08.2020	882,233.77
period 5	01.05.2020-30.11.2020	01.03.2021	638,709.59
Total Project budget			2,788,566.61

4. Additional obligatory reporting deadlines to submit Progress Report and Application for Reimbursement may be set by the MA/JS in order to avoid de-commitment of ERDF and/or IPA and/or ENI contribution at programme level. The additional deadlines will be communicated in advance to the LPs by the MA/JS.
5. The LP shall respect the reporting deadlines set in Article 4(3). In case of any delays, the MA/JS shall be notified in written form on the reasons and on the timeline of the delay. The timeframe for the prolongation to the reporting deadlines shall be confirmed by the MA/JS in each case.
6. As general rule, Progress Reports and Application for Reimbursements have to cover the expenditure incurred in the eligible project period and paid until the end date of the given reporting period and the costs calculated as flat rate related to the given reporting period respectively, with the exceptions described in Article 4(7) and 4(8).
7. The first Progress Report and Application for Reimbursement have to cover the preparation costs in form of lump sum and the project expenditure incurred and paid within the starting date of the project and the end date of the first reporting period.

<sup>1</sup> Validated expenditure at project level including expenditure of ERDF and IPA and ENI partners.



8. The Final Report includes the last Progress Report and Application for Reimbursement and summarises the project activities for the whole project period. The expenditure incurred by the end date of the last reporting period and the control costs related to the last Progress Report and the Application for Reimbursement shall be paid within the deadline set in Article 2(3)c).
9. The transmission of documents and data between the MA/JS and the LP shall be carried out using the electronic data exchange system set by the Programme. The MA/JS shall adopt rules for the use of the electronic data exchange system and its access shall be only permitted by means of an individual username and password. In case of unavailability of the electronic data exchange system, the MA/JS will inform the LP on how to process the transmission of project data accordingly.
10. The language of reporting is English. The reporting forms are defined by the Danube Transnational Programme in the electronic data exchange system and are obligatory to use.
11. The LP has to fill in and submit the Progress/Final Report and the Application for Reimbursement to the MA/JS online through the electronic data exchange system.
12. Further rules on reporting – including the documents to be submitted with the Progress Report – are set in the Implementation Manual.

## **Article 5** **Validation of expenditure**

1. The LP and each Project Partner shall submit the Partner Report for validation of the expenditure to the responsible controller online through the electronic data exchange system.
2. The Project Partners shall submit the Partner Report and the Control Certificate(s) issued by the Controllers through the electronic data exchange system to the LP.
3. The LP shall ensure that the expenditure presented by the project partners participating in the project have been incurred for the purpose of implementing the project and corresponds to the activities agreed between those partners and is in accordance with the approved Application Form.
4. In compliance with Article 13(2)d) of the Regulation (EC) No. 1299/2013, the LP shall ensure that the expenditure of its PPs has been verified by the controller of the PP. The designated controllers and the national level control requirements for each Partner State are available at the Programme's website: [www.interreg-danube.eu](http://www.interreg-danube.eu).
5. The Progress Report and the Application for Reimbursement shall be submitted by the LP to the MA/JS online through the electronic data exchange system of the Programme and shall contain only validated expenditure supported by the Control Certificates.
6. In case the Partner Reports and Control Certificates are not received by the LP from each project partner for a given reporting period within the reporting deadline indicated in

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Article 4(3) through the electronic data exchange system, the LP shall submit the Application for Reimbursement on the basis of the Partner Reports and Control Certificates available until the end of the reporting deadline. The expenditure of the project partners not validated for the given reporting period within the reporting deadline shall be requested in the earliest possible next Application for Reimbursement to the reporting period concerned.

7. All expenditure shall be reported in Euro; therefore the Application for Reimbursement and Control Certificates shall be issued in Euro.
8. Expenditure incurred by project partners in a currency other than the Euro shall be converted into Euro by using the monthly accounting exchange rate of the European Commission<sup>2</sup> in the month during which expenditure was submitted for verification to the controller. This method shall be applicable to all project partners.
9. The conversion shall be verified by the controller in the Partner State in which the respective project partner is located. The date of submission for verification to the controller is the day in which the project partner submitted for the first time the Partner Report online through the electronic data exchange system to the Controller.
10. The exchange rate risk is borne by the project partner concerned.

## Article 6 Reimbursement of the EU Funds to the LP

1. The EU Funds requested in a Progress Report and Application for Reimbursement will be reimbursed to the LP within 90 days from the first online submission date of the Progress Report and Application for Reimbursement, after the end of the verification process by the MA/JS.
2. This payment deadline can be interrupted by the MA/JS requesting completion of the Progress Report and Application for Reimbursement in case appropriate supporting documents or clarification have not been provided for an expenditure included in the Progress Report and Application for Reimbursement or an investigation has been initiated in relation to a possible irregularity affecting the expenditure concerned. The requested completions and clarifications shall be provided by the LP within the deadlines set by the MA/JS in the completion letter(s). The interruption is terminated after the requested completion has been fulfilled or the irregularity procedure has been ended.
3. In case of two unsuccessful completions by the LP concerning the expenditure included in the Application for Reimbursement, the MA/JS is entitled to deduct the total amount of the Control Certificate(s) containing the expenditure still not acceptable. All Control Certificates excluded from the Application for Reimbursement concerned shall be re-submitted in the earliest possible next Application for Reimbursement.

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<sup>2</sup> [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/infoeuro/infoeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/infoeuro_en.cfm)


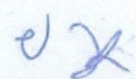
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4. In case of two unsuccessful completion of the Progress Report by the LP, the Progress Report might be rejected by the MA/JS in case it is still not possible to gain appropriate information from the Progress Report as a whole on the followings:
  - a) the activities carried out and the quality of the outputs delivered by the project partnership in the given period;
  - b) the progress of the project implementation in the given period;
  - c) clear and justifiable relation of the reported activities and outputs to the validated and reported expenditure of the partners.
5. In case a Progress Report is rejected due to reasons listed in Article 6(4), the related Application for Reimbursement cannot be paid to the LP, and without the acceptance of the Application for Reimbursement the Progress Report will not be approved. The Progress Report and the Application for Reimbursement concerned shall be re-submitted before the next reporting deadline following to the reporting period concerned.
6. In case of expenditure of the last Progress Report and Application for Reimbursement, the MA/JS is entitled to deduct the total amount of the Control Certificate(s) for which the reported expenditure has not been proved within 6 months from the first online submission date of the last Progress Report and Application for Reimbursement.
7. After approval of the Progress Report and Application for Reimbursement by the MA/JS, the reimbursement of EU Funds will be eventually executed by the Certifying Authority. In case the Danube programme bank account does not cover the total amount of contribution from the EU Funds to be reimbursed to the LP regarding the concerned Application for Reimbursement, the Certifying Authority will temporarily suspend the reimbursement process until the transfer of the EU Funds from the EC to the Danube programme bank account. The LP will be informed on the suspension.
8. In case of non-availability of the EU Funds the MA/JS cannot be deemed responsible for late payments regulated in point 1 of Article 132 of Regulation (EC) No 1303/2013.
9. The contribution from the EU Funds will be reimbursed to the LP in Euro.
10. The LP shall ensure that all financial transfers related to the project can be identified, tracked and reported on the EUR bank account indicated by the LP as project bank account, either by opening a separate EUR bank account or by opening on the existing EUR bank account a sub-account or technical code for the project purposes.
11. The LP has to notify officially the MA/JS in written form in case of change of the project bank account at the very latest before the submission of the Application for Reimbursement affected. In case the LP fails to properly inform the MA/JS on the details of its project bank account, all consequences, including those of financial nature shall be borne by the LP.
12. In accordance with Article 13 (3) of the Regulation EC No. 1299/2013, the LP is responsible for transferring the EU Funds to the project partners participating in the project according to the approved Application for Reimbursement, as quickly as possible and in full, but at the latest within the deadline specified in Partnership Agreement. No amount shall be deducted





or withheld and no specific charge or other specific charge with equivalent effect shall be levied that would reduce the amount for the Project Partners.

13. The LP shall provide evidence to the MA/JS with the next Progress Report that the transfer of the EU Funds approved in the Application for Reimbursement was fulfilled within the timeframe set in the Partnership Agreement to each project partner concerned. In case of the last Application for Reimbursement, the proof of transfers shall be submitted to the MA/JS within 30 days from the date of transfer of the EU Funds of the last Application for Reimbursement to the LP for the financial closure of the project by the MA/JS. In case the LP does not transfer the EU Funds, an irregularity procedure could be initiated by the MA/JS.

### **Article 7** **Responsibilities and obligations of the LP**

1. The LP represents the partnership as defined in the Partnership Agreement and is the only direct contact between the project and the programme management bodies (MA/JS, Certifying Authority and Audit Authority) and takes all obligations and responsibilities that specified in the Partnership Agreement towards the MA/JS. To this end, the LP shall undertake:
  - a) to comply with European Union regulations and programme-level regulatory documents, as referred to in the preamble to this contract, and to the relevant national legislation for the whole partnership;
  - b) to coordinate the start, the implementation – including reporting according to the deadlines and requesting project modifications – and the closure of the project according to the Application Form approved by the Monitoring Committee;
  - c) to inform the MA/JS immediately in written form if the project budget has to be changed, if the partners, the project objectives, the activity plan, on which this contract is based need to be changed, or one of the reimbursement conditions cannot be fulfilled, or circumstances arise.
2. The LP shall be responsible that the project respects its time schedule including the financial performance in relation to the project implementation, as well as the achievement of outputs and results.
3. In case force majeure impedes the implementation of the project the LP must immediately inform the MA/JS in order to find solution for the problem.
4. The LP shall ensure the sound financial management of the project according to the Programme rules and in line with the EC Regulations including arrangements for recovering amount unduly paid.
5. The LP shall ensure that separate accounting system or adequate accounting code is set for the project. All expenditure, as well as the Funds reimbursed to the LP or repaid to the Programme within this project shall be clearly identified.
6. The LP shall ensure that expenditure submitted to the programme is not supported by any other EU-funded programme (according to Article 65(11) of regulation 1303/2013).

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7. The LP shall ensure that no activities falling under the state aid scheme will be implemented by the partnership under the framework of this contract.

## **Article 8** **Information and Publicity**

1. The LP undertakes to fulfil the information and publicity measures set out in Commission Regulation (EC) No. 1303/2013, and in the information and publicity guidelines included the Implementation Manual, the Visual Identity Manual for projects and the Communication toolkit of the Danube Transnational Programme with the aim to promote the fact that financing is provided from the European Union Funds in the framework of the Danube Transnational Programme and to ensure the adequate promotion of the project.
2. The LP shall ensure that all project official communications (e.g. any notice, publication, material or project event, including conferences or seminars) specify that the project has received contribution from the EU Funds, within the framework of the Danube Transnational Programme, by proper display of the Danube Transnational Programme logo including the project acronym and the EU emblem and by mentioning the Funds concerned.
3. The LP shall develop and implement a communication plan which includes the realisation of at least the following mandatory outputs:
  - a) setting up of a project webpage within the programme website (whereby the respective activities shall start before the submission of the first Progress Report) and keeping it constantly updated during the whole project implementation;
  - b) production of a poster within six months after the project approval. Each project partner has to place at least one poster with information about the project, and the financial support from the EU, at a location visible to the public during the whole project implementation;
  - c) organisation of at least two public events to create awareness and disseminate the project results. A kick-off event should be organised within two months after the beginning of the project implementation and a final dissemination event should be organised at the end of the project implementation period.

The communication plan should be submitted with the first Progress Report, which is a condition for the approval of the first Progress Report.

4. The LP shall ensure the proper means of communication between the project and the programme, including:
  - a) participation, whenever requested, in LP trainings organised by the MA/JS;
  - b) participation, whenever requested, in other events organised by the programme with the purpose of presenting/discussing/developing/sharing project results and creating synergies with other projects and relevant organisations.

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5. Any notice or publication by the LP or the project partners, in whatever form and on or by whatever medium, including the Internet, must specify that it reflects the author's views and that the MA/JS is not liable for any use that may be made of the information contained therein.
6. The MA/JS, as well as the National Authorities of the Partner States of the programme – including National Contact Points – shall be authorised to publish, in any kind of form and on or by any kind of medium, including the Internet, the following information:
  - a) the name of the project;
  - b) the name of the LP and its project partners;
  - c) the amounts granted from contribution from EU Funds, specifying the EU funding (ERDF/IPA/ENI) and the total budget of the project;
  - d) the objective of the contribution from EU Funds and the project;
  - e) the geographical location of the project implementation;
  - f) summary of project activities, including abstracts from progress reports/final report; project results, evaluations and summaries;
  - g) other information about the project, if considered relevant.
7. The MA/JS, as well as the National Authorities of the Partner States of the programme – including National Contact Points – is entitled to furthermore use the data for information and communication purposes as listed in Annex XII of Regulation (EU) No 1303/2013.
8. Any communication campaign, media appearance or other publicity of the project shall be communicated to the MA/JS for dissemination purposes.

### **Article 9**

#### **Amendments of the Subsidy Contract and other project changes**

1. The LP has to request the modification of the Subsidy Contract in case of substantial changes in the project, which are the followings:
  - a) changes in the partnership;
  - b) substantial changes in the content of the project;
  - c) budget reallocation between project partners not related to changes in the partnership;
  - d) budget reallocation between budget lines and/or work packages exceeding 10% of the total project budget (as referred to in Article 1(1));
  - e) prolongation of the project duration.
2. Further detailed rules describing each case of Subsidy Contract modification of the Article 9(1), as well as other project changes not listed above not requiring amendment of the Subsidy Contract are set in the Implementation Manual.



3. Any request for modification of the Subsidy Contract described in Article 9(1) has to be justified and submitted by the LP to the MA/JS through the electronic data exchange system, immediately when such need for the above-mentioned amendments occurs, as regulated in the Implementation Manual. The MA/JS will review the request of modification. The MA/JS or the Monitoring Committee decides on the modification requested according to the rules in the Implementation Manual.
4. The last request for modification of the Subsidy Contract shall be submitted not later than three months before the end date of the project.
5. The LP can request amendment of the spending forecasts set in Article 4(3) only in relation to substantial changes in the project (as referred in Article 9(1)) affecting the project budget, otherwise amendment of the spending forecast cannot be requested.
6. In case of MC or MA/JS decision on the de-commitment of the project (according to Article 13(1)), the amendment of the Subsidy Contract will be initiated by the MA/JS.

#### **Article 10** **Assignment and legal succession**

1. The MA/JS is entitled at any time to assign its rights under this contract. In case of assignment the MA/JS will inform the LP without delay.
2. The LP shall not have the right to assign its duties and rights under this contract without the prior decision of the Monitoring Committee and written consent of the MA/JS.
3. In case of legal succession, e.g. where the LP changes its legal form, the LP is obliged to transfer all duties under this contract to the legal successor. The LP shall notify the MA/JS about any change beforehand. The legal successor takes all responsibilities of the activities fulfilled by the legal predecessor and be financially responsible for any amount unduly paid to the legal predecessor.

#### **Article 11** **Audits rights**

1. The responsible auditing bodies of the EU, and, within their responsibility, the auditing bodies of the participating Partner States as well as the Audit Authority, MA/JS and Certifying Authority of the programme are entitled to audit the proper use of Funds by the LP or by the project partners or arrange for such an audit to be carried out by authorised persons. The LP and the PPs will be notified in due time about any audit to be carried out on their expenditure.
2. The LP will produce all documents required for the audit, provide necessary information and give access to its business premises.

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3. The LP is obliged to retain for audit purposes all files, documents and data about the project for a two year period from 31<sup>st</sup> December following the submission of the accounts in which the final expenditure of the completed project is included. The MA/JS will inform the LP about the beginning of the mentioned two year period.
4. The LP is obliged to guarantee fulfilment of the above stipulated duties in relation to all other PPs of the project.
5. The LP shall promptly inform the MA/JS about any audits that have been carried out by the bodies mentioned in Article 11(1), as well as about the results of the audits.
6. If, as a result of the audits any expenditure is considered ineligible according to the legal framework of this contract, the procedure described in Article 6(2) and Article 12 shall apply.

### **Article 12** **Irregularities and repayments**

1. In case of irregularities identified during the project implementation the MA/JS is entitled to claim the repayment of contribution from the EU Funds in full or in part from the LP based on the irregularity report sent to the MA/JS.
2. Therefore, the LP is always responsible for securing repayment of the EU Funds unduly paid to the project. However, according to Article 122(2) of EC Regulation No. 1303/2013 the MA/JS may decide not to recover an amount unduly paid if the amount of contribution from the EU Funds – considered by Funds (ERDF/IPA/ENI) – does not exceed 250 EUR.
3. If the MA/JS sends a request for repayment on the amount of EU Funds unduly paid, the LP is obliged to secure repayments from the PPs concerned and repay the amount specified by the MA/JS within two months from sending date of the request for repayment. The due date for the repayment will be explicitly given in the request for repayment. The receipt date of the request for repayment shall be the date of sending the email, regardless of the date of receiving any official letter in hardcopy version.
4. If the LP cannot recover the EU Funds unduly paid to a project partner on the basis of the partnership agreement existing between them, the LP shall inform the MA/JS in written form within the deadline for the repayment according to Article 12(3).
5. The MA/JS has the right under this contract to impose interest on late payment on the amount paid back by the LP belatedly. In case of any delay in the repayment, the amount to be recovered shall be subject to interest on late payment, starting on the calendar day following the due date and ending on the actual date of repayment. The rate of interest on late payment shall be one-and-a-half percentage points above the rate applied by the European Central Bank in its main refinancing operations on the due date.
6. The MA/JS has the right to recover the amounts specified in the request for repayment by deducting them from the Application for Reimbursement submitted by the LP. In case of compensation, the MA/JS informs the LP on the amount deducted from the Application for Reimbursement concerned.

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### Article 13 Decommitment of project budget and right of withdrawal

1. The MA/JS is entitled to reduce the project budget and the corresponding contribution from the EU Funds – on the basis of the decision of the Monitoring Committee – in case of any of the following circumstances:
  - a) in case the LP submits the Progress Report and the Application for Reimbursement or the project modification request with unjustified delays, or more than two completions of the same Progress Report and Application for Reimbursement are attributable to the LP, the MA/JS is entitled to apply a proportional reduction to costs related to project management up to 25%;
  - b) in case the LP does not report validated eligible expenditure according to the approved spending forecast in Article 4(3), the MA/JS will assess the level of under-spending and the reasons for the lower financial performance; in such a case, the MA/JS is entitled to de-commit the project by reducing the project budget and the corresponding contribution from the EU Funds.
2. The MA/JS is entitled to withdraw from this contract and to demand repayment of the EU Funds in full or in part – on the basis of the decision of the Monitoring Committee – in case of any of the following circumstances:
  - a) the LP has obtained the contribution from EU Funds through false statements or incomplete statements or through forged documents;
  - b) a precondition for the approval of the project is not ensured anymore;
  - c) the LP is being wound up, or the court ruling ordering the opening of bankruptcy proceedings has been published or if undergoing liquidation proceedings by final decision;
  - d) in case of identified irregularities affecting the entirety of the project;
  - e) the LP fails to fulfil a condition or an obligation resulting from this contract;
  - f) the LP fails to provide immediate information about circumstances that delay, hinder or make impossible the realisation of the project, as well as about any circumstances that mean a change of the reimbursement conditions and frameworks as laid down in this contract;
  - g) the regulations of the EU and national law including provisions of procurement rules, state aid rules, publicity, rules on environmental protection, and rules on equal opportunities, have been infringed;
  - h) the LP has impeded or prevented the auditing of the project as referred to in Article 11;
  - i) the contribution from the EU Funds awarded has been partially or entirely misapplied for purposes other than those agreed upon;
  - j) the project has not been or cannot be fully implemented by carrying out the planned activities, the planned outputs and results as planned in the latest approved



- Application Form and by achieving at least 75% spending of the total project budget, or the project cannot or could not be realised in due time, when the MA/JS receives information about it;
- k) it has been impossible to verify that the Progress Report/Final Report is correct and thus the eligibility of the project by funding from the Danube Transnational Programme;
  - l) after the reduction mentioned in Article 13 (1)a) the LP still fails to submit Progress Reports and Application for Reimbursements within the reporting deadlines – even if the delay was not caused by the activity of the LP itself – or to supply necessary information, provided that the LP has received a written reminder setting adequate deadline and explicitly specifying the legal consequences of a failure to comply with requirements and has failed to comply with this deadline;
  - m) after the reduction mentioned in Article 13 (1)b) the LP still fails to report validated eligible expenditure according to the approved spending forecast in Article 4(3).
3. The LP is entitled to exercise the right of withdrawal if implementation of the project becomes impossible caused by circumstances independent from the LP. In case of withdrawal by the LP, the LP shall repay the whole amount of EU Funds at the same time when the notification of withdrawal has been sent to the MA/JS by the LP.

#### Article 14

##### **Durability of operations, ownership and use of outputs and results**

1. According to Article 71 of the Regulation EC 1303/2013, the project comprising investment in infrastructure or productive investment shall repay the contribution from the ESI Funds if within five years of the final payment to the beneficiary, it is subject to any of the following:
  - a) a cessation or relocation of the productive activity outside the programme area;
  - b) a change in ownership of an item of infrastructure which gives to a firm or a public body an undue advantage;
  - c) a substantial change affecting its nature, objectives or implementation conditions which would result in undermining its original objectives.
2. The project comprising investment in infrastructure or productive investment retains the contribution from the EU Funds only if within 10 years of the final payment the productive activity is not subject to relocation outside the Union, except where the partner is an SME.
3. Ownership, title and industrial and intellectual property rights in the deliverables and outputs of the project and the reports and other documents relating to it shall be vested to the LP and/or PPs to the extent allowed by the national regulation of the LP/PP concerned.
4. Concerning the use of the outputs and results of the project the LP shall guarantee a widespread publicity of such outputs and results and to make them available to the public



in line with the relevant national law. The MA/JS as well as the National Authorities of the Partner States of the programme – including National Contact Points – reserves the right to use the outputs and results of the project for information and communication actions in respect of the programme.

### **Article 15 Revenues**

1. The amount of net revenues generated by the project must be deducted from the eligible costs in full or pro-rata depending on whether it was generated entirely or partly by the co-financed project, in accordance with the provisions of Article 61 and 65(8) of Regulation (EC) No 1303/2013.
2. Where, within three years after the completion of the project, it is established that the project has generated revenue that has not been taken into account, the EU contribution part of the amount of net revenue shall be repaid by the LP to the Danube programme bank account.

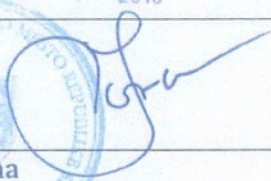

### **Article 16 Concluding provisions**

1. If any provision in this contract is wholly or partly ineffective, the remaining provisions remain binding for the Parties. In this case the Parties undertake to replace the ineffective provision by an effective one which comes as close as possible to the purpose of the ineffective one.
2. Amendments and supplements to this contract must be in written form.
3. All correspondence with the MA/JS under this contract must be in English language and in electronic form through the electronic data exchange system, including written notifications, information defined by this contract. All declarations made through the electronic data exchange system shall be deemed legally effective and binding.
4. In case of force majeure or malfunctioning of the developed programme electronic data exchange system allowing electronic exchange of information, the LP and each Project Partner shall act in accordance with the information timely provided by the MA/JS. As soon as the programme electronic data exchange system becomes operational, all relevant documents and data shall be integrated into its database.
5. The official address of the MA/JS in case documents are requested in original:

Ministry of Finance  
József nádor tér 2-4.  
1051 Budapest, Hungary



6. This contract is concluded in English. In case of translation of this contract and its annexes into other language, the English version shall prevail.
7. This contract is governed by Hungarian law and all matters not regulated in this contract are subject to the legal understanding laid down in the Hungarian Civil Code (Act No. V. of 2013.). In case of differences that are not ruled by this contract, the Parties agree to find an amicable and mutually acceptable solution. If the Parties fail to do so, all disputes arising in connection with this contract shall be settled by the Buda Central District Court or the County Court of Szekesfehervar.
8. The Subsidy Contract is signed in two original copies, of which one remains at the LP and the other original copy has to be returned to the MA/JS.
9. The contract enters into force on the date of signature by the last of both Parties.
10. The contract shall remain in force until the LP has discharged in full its obligations arising from the Subsidy Contract towards the MA/JS. All relevant provisions of this Contract necessary for the fulfilment of the archiving and audit obligations shall remain in force until the end a two year period started from 31 December following the submission of the accounts in which the final expenditure of the completed project is included. The MA/JS will inform the LP about the beginning of the mentioned two year period.

place and date 30-07-2018	place and date Budapest, 25.06.2018
Signature: 	Signature: 
<b>City of Ljubljana</b> (Lead Partner)	<b>Ministry of Finance</b> (Managing Authority/Joint Secretariat)
Represented by Zoran Jankovic	Represented by Imre Csalagovits
Mayor	Head of Managing Authority



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## ANNEXES to the Subsidy Contract

1. The latest approved version of the Application Form and budget table
2. Partnership Agreement and its amendments
3. List of documents to be retained
4. Rules of use of the electronic data exchange system

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### ANNEX 3

#### List of documents to be retained

No.	Document
1.	Approved Application Form (including budget table)
2.	Partnership Agreement (and its amendments)
3.	Subsidy Contract
4.	Amendments of the subsidy contract
5.	Progress Reports (including quality reports)
6.	Final Report
7.	Applications for Reimbursements
8.	Partner Reports
9.	Control Certificates
10.	Each invoice and accounting document of probative value related to project expenditure (originals to be retained at the premises of the project partner concerned)
11.	All supporting documents related to project expenditure (e.g. payslips, bank statements, public procurement documents, etc.) to be retained at the premises of the project partner concerned
12.	All project deliverables (materials produced during the project period, including project communication related documents and materials)
13.	If relevant, documentation related to on the spot checks of the controllers (to be retained at the premises of the project partner concerned)
14.	If relevant, documentation of monitoring visits of the MA/JS
15.	If relevant, documentation related to audits reports

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## ANNEX 4

### Rules of use of the electronic data exchange system

These provisions lay down the requirements of secure application of the electronic data exchange system.

#### 1. General rules

The User - including all system users acting on behalf of or under the control of the LP and PPs within the electronic data exchange system - is obliged to learn the rules of the proper use of the system and to apply the system according to the Guideline for reporting.

The User is only allowed to complete tasks in line with his/her user role within the system and can access to data in line with his/her competency authorized by the LP.

The User is obliged to cooperate with the MA/JS in case any examination related to system events becomes necessary.

The LP is responsible for the data quality of the data entered by the User into the system and all the User actions within the system.

The LP is responsible for providing necessary information, infrastructure or other personal or technical assistance to the User in order to enable the User to comply with the provisions laid down in this contract.

#### 2. Credibility of data and documents



The Parties agree to accept all data and documents in the electronic data exchange system as official and credible data and documents of the Parties. If similar documents or data in subject exists in hard copy version or in different electronic system (e.g. in e-mail) Parties agree to accept the ones stored in the electronic data exchange system as primary ones.

The Parties accept the date and time values in the corresponding logs of the electronic data exchange system as official event dates of the activities (e.g. submission date and time of the submitted documents).

All decisions during the subsidy management procedures are drawn solely on the basis of the data stored in proper form in the electronic data exchange system. In case data can be set and stored in multiple form in the electronic data exchange system, the Parties agree to accept the data as credible which are set and stored in structured form. For the purposes of this Contract, data stored in structured form are data which are stored in a form directly available for automatic data-processing by the electronic data exchange system. For the consequences deriving from data-discrepancies the responsibility is attributed to the person (and the organization on behalf the person is acting) carrying out the data entry in structured form.

With prejudice to the provisions in the previous paragraph, underlying documents not stored in the electronic data exchange system may be exceptionally used during the subsidy management





procedures. For the consequences deriving from data-discrepancies, the responsibility is attributed to the person (and the organisation on behalf the person is acting) evaluating and/or processing the data stored in hard copy form.

The Parties agree to accept that calculations made in the electronic data exchange system may result different values based on the different rounding rules and decimals applied compared to other systems.

In case of obvious errors, the MA/JS can correct the data without notice. For the purposes of this Contract, obvious errors are data errors stemming from any incompleteness, inconsistency, miscalculation or other kind of clerical errors which can be resolved from other data or documents attached undoubtedly.

For the purposes of the initiation of the electronic subsidy management procedures, MA/JS is entitled to pre-enter the data of the applications into the electronic data exchange system on behalf of applicants. The applicants shall examine the correctness of the data entry and should report any discrepancies found till the time of the data entry of the 1st progress report. In case such error report is not sent in due time, Parties agree to accept the pre-entered data as the correct and credible application data.

### **3. Security rules**

It is prohibited to use any programmes, applications or devices that may affect the operation of the system.

The User is responsible for the secure use of the system.

In order to guarantee the safe operation of the system the User is obliged to use a client computer that is sufficiently protected: equipped with central or local firewall, regularly updated antivirus system and well-protected user accounts for the workstation.

The User is obliged to use a complex password that is kept confidential. The User has to select a password with a length of at least 8 characters, containing lower case letters, capital letters and digits as well. The password shall be changed regularly.

In case of any activity that endangers the safe operation of the system the access of the affected User will be suspended and IT security examination will be started.

### **4. Rules for suspicion of misuse**

In case of unauthorised usage the owner of the user name has to take the responsibility.

In case of reasonable suspicion of unauthorized usage all the tasks accomplished by the User in the system can be examined during the security examination without preliminary notification.

In case of a suspicion that the password could be learned by another unauthorized person the User has to change it immediately and he/she has to inform the MA/JS about this event.

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If the client computer used for accessing the system is infected by a virus the User is not allowed to log into the system until the infection is eliminated. The MA/JS shall be informed of the virus infection immediately in order to eliminate the virus infection of files uploaded.

It is prohibited to provide information on any system error or vulnerability to third persons; these issues shall be reported immediately to the MA/JS.

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Partnership Agreement signed by all financing  
partners involved in the project





**Interreg**



EUROPEAN UNION

Danube Transnational Programme

**Partnership Agreement**

**Project Acronym: URBforDAN**



*Disclaimer:*

*This document is a template providing minimal requirements for the Partnership Agreement. It cannot be modified with exception of the Article 4, which can be adapted by the Partnership, and the relevant fields as referred "to be defined by the Partnership" highlighted in grey. Further detailed provisions can be added by the partnership, if not contrasting with the programme rules and the Subsidy Contract.*



Partnership Agreement  
for the implementation of the project  
URBforDAN  
within the  
Danube Transnational Programme

between

Lead Partner City of Ljubljana, Mestni trg 1, 1000 Ljubljana, SLOVENIA

and

ERDF Project Partner 1 Slovenian Forest Service, Večna pot 2, 1000 Ljubljana, SLOVENIA

ERDF Project Partner 2 Municipality of Budapest, 9-11 Városház Street, 1052 Budapest, HUNGARY

ERDF Project Partner 3 Budapest Horticultural Private Limited Company, 90 Dob Street, 1073 Budapest, HUNGARY

ERDF Project Partner 4 Cluj-Napoca Municipality, Cluj-Napoca, Calea Moșilor no. 3, Cluj County, ROMANIA

ERDF Project Partner 5 Intercommunity Development Association Cluj Metropolitan Area, Cluj-Napoca, Piața Unirii no.2, Cluj County, ROMANIA

ERDF Project Partner 6 City of Vienna - Municipal Department 45 - Water Management, Wilhelminenstr. 93, 1160 Vienna, AUSTRIA

ERDF Project Partner 7 City of Zagreb, Trg Stjepana Radića 1, Zagreb, CROATIA

ERDF Project Partner 8 Croatian Forests Ltd, Ulica kneza Branimira 1, Zagreb, CROATIA

IPA Project Partner 1 City of Belgrade, Dragoslava Jovanovića 2, Belgrade, SERBIA

IPA Project Partner 2 State Enterprise for Forest Management "Srbijašume" Belgrade, FE "Belgrade", Kneza Miloša 55 Belgrade, SERBIA

ENI UA Project Partner 1 Executive Committee of Ivano-Frankivsk City Council, Hrushevskoho 21, Ivano-Frankivsk, UKRAINE

hereinafter jointly referred to as Parties

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On the basis of:

- Regulation (EU) No. 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006
- Regulation (EU) No. 1301/2013 of the European Parliament and of the Council of 17 December 2013 on the European Regional Development Fund and on specific provisions concerning the Investment for growth and jobs goal and repealing Regulation (EC) No 1080/2006
- Regulation (EU) No. 1299/2013 of the European Parliament and of the Council of 17 December 2013 on specific provisions for the support from the European Regional Development Fund to the European territorial cooperation goal.
- Regulation (EU) No 231/2014 of the European Parliament and of the Council of 11 March 2014 establishing an Instrument for Pre-accession Assistance (IPA II)
- Regulation (EU) 447/2014 of the European Parliament and of the Council of 2 May 2014 on the specific rules for implementing Regulation (EU) No 231/2014 of the European Parliament and of the Council establishing an Instrument for Pre-accession Assistance (IPA II)
- Regulation (EU) No 236/2014 of the European Parliament and of the Council of 11 March 2014, Common Implementing Regulation for External Actions
- Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC;
- Commission Delegated Regulation (EU) No 481/2014 of 4 March 2014 supplementing Regulation (EU) No 1299/2013 of the European Parliament and of the Council with regard to specific rules on eligibility of expenditure for cooperation programmes;
- All other applicable EU legislation, including the legislation laying down provisions on public procurement, on competition, on state aid, on protection of the environment and on equal treatment between men and woman;
- The European Territorial Cooperation Programme Interreg V-B Danube, approved by the European Commission on 20/08/2015 C(2015) 5953;
- All manuals and guidelines issued by the Danube Transnational Programme (e.g. Applicants Manual, Implementation Manual, DMS User Manual) relevant for this contract available on the Programme's website: [www.interreg-danube.eu](http://www.interreg-danube.eu).

All laws, regulations, programme documents mentioned in this agreement – including any amendments made to these rules and regulations – are applicable in the latest version in force.

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## Article 1

### Definitions

1. **Lead Partner:** the Lead Partner means the Lead Beneficiary as referred to in Article 13 of Regulation (EU) No 1299/2013 (hereinafter referred to as "LP").
2. **Project Partner** (ERDF Project Partner / IPA Project Partner / ENI Project Partners): project beneficiaries as referred to in Article 13 of Regulation (EU) No. 1299/2013 and named in the approved Application Form, including LP (hereinafter referred to as "PP").
3. **Associated Strategic Partner:** as indicated in the Applicants Manual (hereinafter referred to as "ASP").
4. **Project Participants:** means LP, ERDF PPs, IPA PPs.
5. **Project:** as described in the Application Form.
6. **Project Part:** covers a set of activities undertaken by a PP and presented by a project partner's budget in the Application Form.

Terms of this agreement will be used according to the abbreviations and glossary of the Applicants Manual of the Danube Transnational Programme (hereinafter referred to as Applicants Manual).

## Article 2

### Subject of the Partnership Agreement

1. The subject of this Partnership Agreement is the organisation of the partnership by regulating the rights and obligations of the Parties in order to successfully implement the transnational project URBforDAN.
2. The approved Application Form and the Subsidy Contract will become integral part of this Agreement after the approval of the project by the Monitoring Committee. The Parties have to fully respect the content and obligations set by the abovementioned documents and take full responsibility of keeping all regulations relevant to the implementation of the project.

## Article 3

### Activities of Project Participants in the project

1. Activities of the Project Participants as well as the role of each PP in the project are described in the Application Form.



## Article 4

### Operation and organisation of the Project Steering Committee

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

#### a) Composition of the Steering Committee

The Steering Committee (later on called "SCOM"), chaired by the LP is composed by one representative from each project financing partner (later on called "SCOM Members").

The SCOM Members representing the project participants shall be appointed in written by the concerned partner, after a written request from the LP. Alternatively, the SCOM Members will be appointed by each Financing Partner representative during the kick off meeting, according to a specific point in the agenda. In this case, the appointment has to be done in writing and shall be part of the minutes prepared in line with point e).

The SCOM Members have the right to be substituted in 2 ways:

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

Representatives of Associated Strategic Partners may participate in the "SCOM" in an advisory capacity.

#### b) Tasks

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

- it shall consider any relevant problem incurred during the implementation of the project and take decisions on how to solve these problems;
- it shall periodically review progress made towards achieving the specific targets of the project;
- it shall examine the results of implementation, particularly the achievement of the targets value (outputs/results) stated in the Application Form on the basis of partner reports and other documents produced by the partners, either on a regular or on ad-hoc basis;
- it may propose any revision or examination of the project likely to make possible the achievement of the project objectives or to improve its management, including its financial management (e.g. redistribution of activities and budget across the partnership);

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- it approves major changes requested for the implementation of the project activities (e.g. expulsion/substitution/sanctions of a PP for underperformance, modification of activities and outputs, etc.);

In case of dispute between PPs, presumption of good faith from all Parties will be privileged. Should a dispute arise between the partners, the affected parties will endeavour to find a solution on an amicable way. In cases where the disputes cannot be solved by the partners, nor by the intervention of the LP, then they are referred to the SCOM in order to reach a settlement.

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

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

The LP convenes the SCOM at least 30 working days before the date proposed for the meeting by e-mail, together with the proposed agenda (drawn up by him/her) and all information about the issues to be discussed. If any urgent issues arise to be addressed urgently, the SCOM may be convened by the LP even with a shorter notice.

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

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

#### **d) Decision making**

The SCOM is legally convened when the majority (50%+1 member of the appointed members in line with point a.) of SCOM Members is present (12).

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

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

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

In this case the LP shall send the draft decision to the SCOM Members entitled to vote and shall fix a deadline, giving the addressees at least 7 (or at least 3, in case of exceptional urgent cases) working days for the reply.





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

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

**e) Minutes**

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

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

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

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

**f) Communication**

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

All members of the SCOM shall communicate to the Lead Partner their email address and its eventual changes promptly.

**g) Working language**

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

**Article 5**

**Specific obligations and responsibilities of the Lead Partner**

1. The LP shall take all the steps needed to correctly manage the project in accordance with the Application Form approved by the Monitoring Committee, the Subsidy Contract and the programme documents relevant for this agreement.
2. The LP solely assumes all obligations and overall responsibility for the entire project towards the MA/JS.
3. In addition the LP shall:

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- a) inform all PPs on the signature of the Subsidy Contract and provide the copy of the Subsidy Contract to all Project Partners;
- b) keep the PPs informed on a regular basis about all relevant communication between the LP and MA/JS;
- c) inform the PPs about all essential issues connected to the project implementation without any delay;
- d) be responsible for the verification that the expenditure declared by the PPs has been incurred only for the purpose of implementing the project and corresponds to the activities agreed between the PPs in the frame of the approved Application Form;
- e) ensure that the expenditure presented by the PPs has been verified by a controller or controllers;
- f) submit the Applications for Reimbursement together with the Progress Reports to the MA/JS by the deadlines given in the Subsidy Contract;
- g) transfer the EU Funds (ERDF, IPA and ENI contribution) to the PPs participating in the project according to each Application for Reimbursement approved by the MA/JS, within 30 days; No deduction, retention or any other specific charges can be made by LP concerning the approved amount when transferring the contribution and no legal dispute between the LP and the PP concerned could be subject to any compensation from the approved amount to be transferred by LP to the PP;
- h) bear in case of irregularities the overall responsibility towards the MA/JS for the repayment of the amounts unduly paid.
- i) agree with the PPs before applying for budget reallocation between budget lines and/or work packages not affecting amendment of the Subsidy Contract;
- j) agree with the PPs of the project before submission of any request for amendment of the Subsidy Contract to the MA/JS.

## Article 6

### Obligations of the Project Partners

1. The PPs shall respect all the rules and obligations set forth in the Subsidy Contract.
2. The PPs shall comply with EU regulations and programme level regulatory documents – as referred in the Subsidy Contract – and the relevant national legislation.
3. Each PP commits itself to implement its own project part according to the approved Application Form, Partnership Agreement and the programme documents.

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4. The PPs shall respect the time schedule of the project, including the completion of the activities foreseen for each reporting period as agreed among the PPs and the financial performance in relation to the project implementation, and shall contribute to the achievement of outputs and results of the project.
5. The PPs shall have their expenditures incurred and paid in the given reporting period validated by the designated Controller of their Partner State and submit the Control Certificate issued by the Controller to the LP.
6. The PPs shall be responsible for the sound financial management of the funds allocated to their project part, including the repayment of the contributions from the EU Funds (ERDF/IPA/ENI) unduly paid to the LP, and, where applicable, the repayment of the state co-financing to the relevant national body.
7. Each Project Partner shall maintain either a separate accounting system or an adequate accounting code for all transactions relating to the project.
8. The PPs shall support the LP to fulfil its tasks according to the Subsidy Contract. In particular, each PP shall:
  - a) provide the LP without any delay with any information needed to draw up the Progress Reports, to react on any request by the MA/JS, or provide with any further information needed by the LP;
  - b) inform the LP immediately about any circumstance that could lead to a temporary or final discontinuation of the project;
  - c) inform the LP before the submission of the first Application for Reimbursement on the details of the bank account where the contribution from the EU Funds of the given PP shall be transferred.

## **Article 7**

### **Reporting obligations of the PPs**

1. Each Project Partner shall submit the Partner Report for validation of the expenditure to the responsible controller selected or appointed according to national rules online through the Danube Monitoring System. The deadline for submitting the Partner Report set by the responsible controller shall be respected by the PP.
2. The LP can only submit an Application for Reimbursement to the MA/JS by providing proof of progress of the project. Therefore, in order to provide adequate information on the progress of the project, each PP has to submit a Partner Report to the LP online through the Danube Monitoring System consisting of an activity report describing the activities carried out and their outputs and results during the reporting period and of a financial report presenting the financial progress of the project in accordance with the approved Application Form.



3. The PPs have to respect the reporting deadlines of the Subsidy Contract, and submit their Partner Report and Control Certificate to the LP in due time, until 10 days. Partner Reports and Control Certificates not submitted through the Danube Monitoring System to the LP within the set deadline cannot be included in the Progress Report of the LP of the respective reporting period to be submitted to the MA/JS. Control certificates not submitted in the given reporting period shall be included in the earliest possible next Progress Report following to the reporting period concerned.
4. All expenditure shall be reported in Euro; therefore the Partner Reports should be drawn up in Euro.
5. Expenditure incurred by project partners in a currency other than the Euro shall be converted into Euro by using the monthly accounting exchange rate of the European Commission<sup>1</sup> in the month during which expenditure was submitted for verification to the controller. This method shall be applicable to all project partners. The exchange rate risk is borne by the PP concerned.

## Article 8

### Audits

1. For audit purposes each PP shall:
  - a) retain all files, documents and data about the project for a two year period from 31<sup>st</sup> December following the submission of the accounts in which the final expenditure of the completed project is included. The MA/JS will inform each Lead Partner individually about the beginning of the mentioned two year period. In case of State aid granted including de minimis aid as well, all related files, documents and data must be kept and be available for a period of 10 fiscal years from the date on which the aid was granted. The files, documents and data should be kept either in original or as certified copies on commonly used data media safely and orderly;
  - b) enable the responsible auditing bodies of the European Union and of the Partner State concerned, as well as the Audit Authority, MA/JS and the Certifying Authority to audit the proper use of funds;
  - c) give these authorities any information they request about the project;
  - d) give them access to the accounting books and accounting documents and other documentation related to the project, whereby the auditing bodies decide on this relation;
  - e) give them access to business premises during the ordinary business hours and also beyond these hours by arrangement and allow them to carry out checks related to the project;

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

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- f) provide the LP with any information needed related to such an audit without any delay.
2. Other possible longer statutory retention period – as might be stated by national law – remain unaffected.

## **Article 9**

### **Information and Publicity, use of outputs and results**

1. Any publicity measure undertaken by any of the PPs shall be conducted according to the Commission Regulation (EU) no. 1303/2013, and the information and publicity guidelines included in the Implementation Manual, the Visual identity Manual for Projects and the Communication toolkit of the Danube Transnational Programme.
2. Information and publicity measures will be coordinated among the PPs. Each PP is equally responsible to promote the fact that financing is provided from the European Union funds within the framework of the Danube Transnational Programme and to ensure the adequate promotion of the project.
3. Ownership, title and industrial and intellectual property rights of the deliverables and outputs of the project and the reports and other documents relating to it shall be vested to the PPs to the extent allowed by the national regulation of the PP concerned.
4. The PPs take note of the fact that the outputs and results of the project (as well as any study or analysis produced in the course of the project) will be made available to the public and they agree that the results of the project shall be available for the public. The MA/JS, as well as the National Authorities of the Partner States of the programme – including National Contact Points – reserve the right to use the outputs and results of the project for information and communication actions in respect of the programme.

## **Article 10**

### **Changes in the project and decommitment**

1. The exhaustive list of the substantial changes in the project is regulated in the Subsidy Contract. These changes will lead to the modification of the Subsidy Contract requested by the LP. Based on the provisions of the Subsidy Contract further detailed rules describing each case of Subsidy Contract modification, as well as other project changes not requiring amendment of the Subsidy Contract are set in the Implementation Manual.
2. In case of changes in the partnership, the MA/JS is entitled to withdraw from the Subsidy Contract if the number of PPs falls below the minimum number of participants required by the programme.



3. The PPs agree not to back out of the project unless there are unavoidable reasons for it. In case a PP withdraws from the project or is debarred by the other PPs for not fulfilling the obligations set in this Agreement, the remaining PPs will undertake to find a rapid and efficient solution to ensure the further proper project implementation without any delay. Consequently, the PPs will endeavour to cover the contribution of the withdrawn or debarred PP, either by assuming its tasks by one or more of the present PPs or by asking one or more new participants to join the project partnership, regarding the respective programme provisions.
4. The provisions set for audits in Article 8 remain applicable to the PP that backed out of the project or was debarred from the project and this PP bears the overall financial responsibility for the activities completed including the responsibility for repayment of the amount unduly paid in line with Article 11.
5. In case MA/JS reduces the project budget and the corresponding contribution from the EU Funds – on the basis of the decision of the Monitoring Committee, the PPs shall bear the financial consequences together and agree on the distribution per partners of the amount decommitted from the project budget.

#### Article 11

##### Irregularities, withdrawal and repayment of the EU funds

1. If the MA/JS – based on the provisions of the Subsidy Contract – requests the repayment of the contribution from the EU Funds in full or in part from the LP due to irregularity or withdrawal from the Subsidy Contract, the LP shall ask in writing the PP(s) concerned to repay the EU Funds unduly paid according to the request of the MA/JS.
2. The PP affected has to repay the requested EU Funds to the LP. In case the PP received state contribution to the project part, the corresponding state contribution shall be repaid to the responsible national body.
3. The PP has to respect the deadline given by the MA/JS to the LP for the repayment of EU Funds. The PP has to transfer the requested EU Funds to the LP 30 days before the deadline of the LP.
4. In case of delay in the repayment to the MA/JS that is due the PP, the interest on late payment imposed by the MA/JS has to be repaid to LP by the PP concerned.
5. If the LP does not succeed in securing repayment from PP or if the MA/JS does not succeed in securing repayment from the LP, the Partner State on whose territory the PP concerned is located shall reimburse any amounts unduly paid to that PP based on Article 27(3) of Regulation (EU) No 1299/2013 according to the request of the MA/JS.
6. After the reimbursement made by the Partner State concerned, it holds the right to secure repayment from the PP located on its territory, if necessary through legal action. For this

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purpose the MA/JS and the LP shall assign their rights arising from the Subsidy Contract and the Partnership Agreement to the Partner State in question.

## **Article 12**

### **Cooperation with third parties, assignment, legal succession**

1. In case of cooperation with third parties (e.g. concluding subcontracts) the PP shall remain the sole responsible toward the LP concerning compliance with its obligations as set out in this agreement.
2. In the course of outsourcing, all Project Partners are obliged to follow national public procurement rules and other regulations set up at programme level, and in case of IPA and ENI contributions the PraG rules for procurement procedures and shall take full responsibility for the proper application of these rules.
3. The Project Participants shall not have the right to assign their rights and obligations under this agreement without the prior consent of the other Project Participants and of the MA/JS and the Monitoring Committee.
4. In case of legal succession, e.g. when the Project Participant changes its legal form, the Project Participant is obliged to transfer all duties under this contract to the legal successor. The participant shall notify the LP in written form within 7 days. The legal successor takes all responsibilities of the activity fulfilled by the legal predecessor and be financially responsible for any amount unduly paid to the legal predecessor.

## **Article 13**

### **Language**

The working language of the partnership shall be English. Any official internal document of the operation shall be made available in the language of the Subsidy Contract, i.e. in English.

## **Article 14**

### **Duration and right of termination**

1. This agreement shall take effect on the date on which it is signed by all Project Participants. It shall remain in force until the LP has discharged in full its obligations arising from the Subsidy Contract towards the MA/JS.
2. All relevant provisions of this agreement necessary for the fulfilment of the archiving and audit obligations shall remain in force until the end of a two year period started from 31



December following the submission of the accounts in which the final expenditure of the completed project is included. The MA/JS will inform the LP about the beginning of the mentioned two year period.

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

#### **Article 15**

##### **Applicable law**

1. This agreement is governed by the Slovenian law, being the law of the country of the LP.
2. This Partnership Agreement is concluded in English. In case of a translation of this agreement and its annexes into another language than English, the English version shall prevail.

#### **Article 16**

##### **Concluding provisions**

1. Any amendments to this agreement shall be in written form signed by all Project Participants.
2. Amendments and supplements to the present agreement and any waiver of the requirement of the written form must be in written form and have to be indicated as such. The LP shall notify to the MA/JS of any amendment or supplement of the present agreement.
3. If any provision in this agreement should be wholly or partly ineffective, the remaining provisions remain binding for the Parties. In this case the Parties undertake to replace the ineffective provision by an effective one which comes as close as possible to the purpose of the ineffective one.
4. The Project Participants commit themselves to take measures to ensure that all staff members carrying out the work respect the confidential nature of information regarded as such, and do not disseminate it, pass it on to third parties or use it without prior written consent of the LP and the Project Participant that provided the information.



5. The Parties will make an effort to settle any disputes arising from this agreement out of the court. In case an agreement cannot be made in due time, the Parties herewith agree that [place of venue] shall be the venue for all legal disputes arising from this contract.
6. 13 original copies will be made of this agreement; of which each party keeps one original and one original is attached to the Application Form.

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Place, Date: *Ljubljana, 21.5.2017*

Name of ERDF PP1: Slovenian Forest Service

Name of legal responsible: Damjan Oražem, Director

Signature:



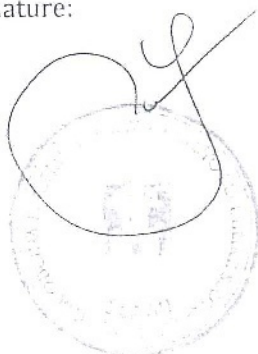
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Place, Date: *LJUBLJANA*

Name of Lead Partner: City of Ljubljana

Name of legal responsible: Zoran Janković, Mayor

Signature:



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*MLG*



Place, Date: *Budapest, 26 May 2017*

Name of ERDF PP2: Municipality of Budapest

Name of legal responsible: Dr. Balázs Szeneczey,  
Deputy Mayor

Signature:



Stamp

Place, Date: *05-06-2017*

*LJUBLJANA*  
Name of Lead Partner: City of Ljubljana

Name of legal responsible: Zoran Janković, Mayor

Signature:



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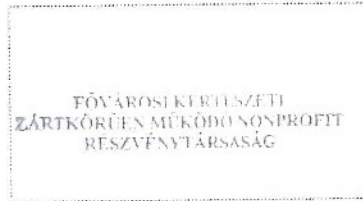
Danube Transnational Programme

Place, Date: Budapest, 24. May 2014

Name of ERDF PP3: Budapest Horticultural Private Limited Company

Name of legal responsible: József Szabó, CEO

Signature:



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Place, Date: 05-06-2017

LJUBLJANA,

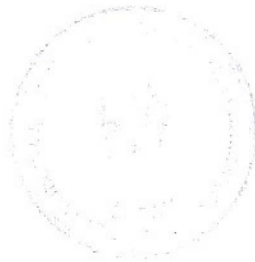
Name of Lead Partner: City of Ljubljana

Name of legal responsible: Zoran Janković, Mayor

Signature:



Stamp



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Place, Date: Cluj-Napoca, 23'th of may 2017  
Name of ERDF PP4: Cluj-Napoca Municipality  
Name of legal responsible: Emil Boc, Mayor  
Signature:


Place, Date: LJUBLJANA  
Name of Lead Partner: City of Ljubljana  
Name of legal responsible: Zoran Janković, Mayor  
Signature:






Interreg



Danube Transnational Programme

Place, Date: Cluj-Napoca, 24.05.2017

Name of ERDF PP5: Intercommunity Development

Association Cluj Metropolitan Area

Name of legal responsible: Zoltan Coraian, Director

Signature:



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Place, Date: Ljubljana, 05-06-2017

Name of Lead Partner: City of Ljubljana

Name of legal responsible: Zoran Janković, Mayor

Signature:



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**Interreg**



Danube Transnational Programme

Place, Date: 23.05.2017

Name of ERDF PP6: City of Vienna - Municipal

Department 45 - Water Management

Name of legal responsible: Dipl.-Ing. Gerald Loew

Signature:



Stamp

Place, Date: Ljubljana, 05-06-2017

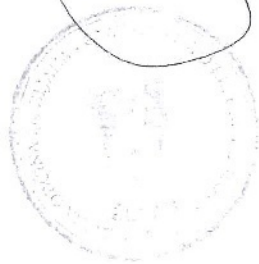
Name of Lead Partner: City of Ljubljana

Name of legal responsible: Zoran Janković, Mayor

Signature:



Stamp



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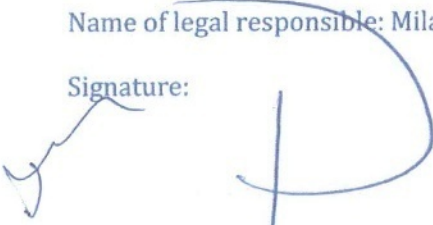


Place, Date: ZAGREB, 25.05.2017.

Name of ERDF PP7: City of Zagreb

Name of legal responsible: Milan Bandić, Mayor

Signature:



Stamp

Place, Date: 05-06-2017

LJUBLJANA,  
Name of Lead Partner: City of Ljubljana

Name of legal responsible: Zoran Janković, Mayor

Signature:


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**Interreg**



Danube Transnational Programme

DIR-01-17-3518/03

Place, Date: Zagreb, 25.05.2017.

Name of ERDF PP8: Croatian Forests Ltd

Name of legal responsible: Krunoslav Jakupčić, Director

Signature:



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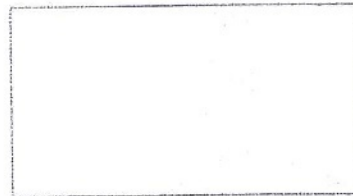
Place, Date:

LJUBLJANA, 05-06-2017

Name of Lead Partner: City of Ljubljana

Name of legal responsible: Zoran Janković, Mayor

Signature:



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Place, Date: Belgrade, 30.05.2017.

Name of IPA PP1: City of Belgrade

Name of legal responsible: Siniša Mali, Mayor

Signature:



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Place, Date: LJUBLJANA, 05-06-2017

Name of Lead Partner: City of Ljubljana

Name of legal responsible: Zoran Janković, Mayor

Signature:



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Place, Date: 31 MAY 2017

Name of IPA PP2: State Enterprise for Forest

Management "Srbijašume", Forest estate "Belgrade"

Name of legal responsible: Vladan Živadinović, Director

Signature:



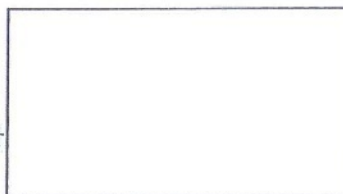
05-05-2017  
LSUBLJANA

Place, Date:

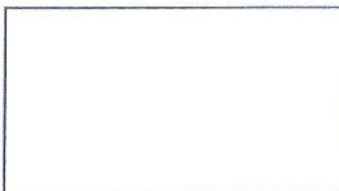
Name of Lead Partner: City of Ljubljana

Name of legal responsible: Zoran Janković, Mayor

Signature:



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**Interreg**



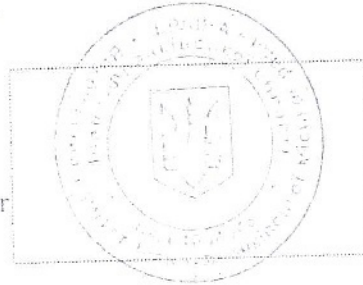
Danube Transnational Programme

Place, Date: *Ivano-Frankivsk, 25.05.2017*

Name of ENI UA PP1: Executive Committee of  
Ivano-Frankivsk City Council

Name of legal responsible: Bogdan Bilyk, Deputy Mayor

Signature:



Stamp

Place, Date: *LJUBLJANA, 05.05.2017*

Name of Lead Partner: City of Ljubljana

Name of legal responsible: Zoran Janković, Mayor

Signature:



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