



# Subsidy contract for the project

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The following contract between the Land of Salzburg acting as managing authority (hereinafter “MA”) of the European territorial cooperation programme "Interreg Alpine Space", represented by the government office of the Land of Salzburg, department 1 (economy, tourism and municipalities), Südtirolerplatz 11, post office box 527, A-5010 Salzburg, Austria

and

[Click here to enter text.](#), based in [Click here to enter text.](#), represented by [Click here to enter text.](#) as lead partner (hereinafter “LP”) and representing the partners of the above mentioned project

is concluded on the basis of:

- The European Structural and Investment Funds Regulations, Delegated and Implementing acts for the period 2014-2020, especially article 125(3) c of the Regulation (EU) No 1303/2013 and article 12(5) of Regulation (EU) No 1299/2013,
- the European territorial cooperation programme "Interreg Alpine Space" 2014-2020, approved by the European Commission on December 17<sup>th</sup> 2014,
- the Interreg Alpine Space project implementation handbook endorsed by the programme committee,
- the laws of Austria.

#### **Article 1 Award of subsidy**

(1) Based on the application documents (application form and partnership agreement) and in accordance with the approval decision and recommendations of the programme committee (PC) of [Click here to enter text.](#) an earmarked subsidy is awarded to the LP from the European Regional Development Fund (ERDF) under the following conditions. The subsidy is granted in the maximum amount of

[Click here to enter text.](#) EUR



- (2) The subsidy is granted under the condition that the Land of Salzburg is designated as managing authority. The award of the subsidy from ERDF funds is limited to the amount mentioned in paragraph (1). Furthermore, it is limited to a maximum of 85% of the total eligible costs of the project. The ERDF co-financing amount decreases proportionally if the reported eligible costs are lower than the amount planned in the latest approved version of the project application form (AF).
- (3) Should it become evident and the LP confirm that the project will not spend the maximum amount of ERDF co-financing awarded by the PC, the MA may decide to reduce the subsidy accordingly.

## Article 2

### Object of use, Eligibility of costs

- (1) The subsidy is awarded exclusively for the project “[Click here to enter text.](#)” as described in the project application documents and as approved by the PC. The application documents form an integral part of this subsidy contract.
- (2) Project costs which qualify for co-financing from ERDF funds consist exclusively of project costs listed in the ultimate approved AF. The eligibility of project costs for ERDF co-financing is regulated in the programme’s eligibility rules (factsheet “what can be co-financed”).
- (3) It is explicitly stated that the project must not make use of funds from other programmes co-financed by the European Union to finance the present project.

## Article 3

### Reporting and requests for payments

- (1) The LP may only request ERDF payments on behalf of the project by providing project reports to the joint secretariat (JS). Reports will have to be submitted via the programme’s online monitoring system. Access to the online reports will be granted by the JS.
- (2) The financial part of the report shall comprise the amount indicated in all FLC certificates related to the project expenditure that has arisen until the end of the reporting period and that can be objectively and spatially imputed to the project. All project expenditure must be certified by the authorised public or private institutions, following the rules as set out in the relevant national first level control system. To this end, the LP verifies that each project partner enables controls and audits on the proper use of funds to be carried out by the responsible institution in the State where the partner is located, as will the LP itself.



Furthermore the LP will pre-check the FLC certificates received from the project partners, with regard to plausibility and correct issuing, and will also clarify with the relevant partners any doubt or inconsistency before the submission of the report.

- (3) The activity part of the report shall inform about the project realisation (realisation of work packages, deviations in comparison to planned activities, achievement of the project indicators and the envisaged next steps).
- (4) The LP shall make sure that the project implementation is in line with the work plan per work packages, the time schedule and the approved budget, as indicated in the AF
- (5) Unless otherwise specified by the JS/MA the first report must be submitted to the JS/MA by [Click here to enter text.](#) at the latest. Subsequently further reports have to be submitted every six months.
- (6) A final report shall be submitted to the JS/MA at the latest three months after the project closure date. Beside the elements mentioned in paragraphs (2) and (3) the final report shall focus on the valorisation of the project results and its impact on the cooperation area. The LP has to be available for any revision of the final report also after the project closure until JS and MA have approved it.
- (7) Based on the fact that the payments by the European Commission to the certifying authority (CA) will only be made in accordance with the corresponding budget commitments, the LP must report on the expenditure as foreseen in the AF for each reporting period.
- (8) In case the LP requests fewer funds on behalf of the project partnership than the budget commitments indicated in the AF, the following rule shall apply: if less than 80% of the spending target (ERDF tranches to be requested per reporting period as indicated in the AF) is met, the difference is to be considered as "under risk" and might be lost if the programme experiences a decommitment of funds.

#### **Article 4**

#### **Paying out of subsidy**

- (1) After the reports have been presented in due time and completely to the MA/JS and the JS in coordination with the MA has verified that the documents meet the programme requirements, the MA will instruct the CA to pay out the subsidy to the LP based on the reported eligible expenditure.
- (2) The funds will be disbursed in Euro (EUR).



- (3) Disbursement of the subsidy is subject to the condition that it can be covered by the available ERDF funds that the CA has received from the European Commission.
- (4) By paying out the subsidy according to this agreement, the Land of Salzburg fulfils its obligations resulting from the present contract. The LP has no further right to claim against the Land of Salzburg.

## **Article 5**

### **Representation of project partners, Liability**

- (1) The LP guarantees that it is entitled to represent the partners participating in the project and that it has established with the project partners the division of the mutual responsibilities in a partnership agreement. The present subsidy contract will not enter into force unless the LP has submitted the signed partnership agreement to the JS and the JS in coordination with the MA has verified that it includes all essential provisions. Furthermore the LP guarantees having complied with all the relevant legal and other requirements under the law which applies to the LP and to the project partners and that all necessary approvals have been obtained.
- (2) The LP is liable to the MA for ensuring that all project partners have a legal status that is in line with the definition set out by the programme (see Interreg Alpine Space project implementation handbook) as it is in force on the date when this contract is signed. The LP is furthermore liable towards the MA for ensuring that the project partners fulfil their obligations. It is liable towards the MA for infringements by the project partners of obligations under this contract in the same way as for its own conduct.
- (3) If the MA demands repayment of the subsidy in accordance with this contract, the LP is liable to the MA for the amount requested to be repaid.
- (4) The MA cannot, under any circumstances or for any reason whatsoever, be held liable for damage or injury sustained by the staff or property of the LP or one of the project partners while the project is being carried out. The MA therefore cannot accept any claim for compensation or increases in payment in connection with such damage or injury.
- (5) The LP shall assume sole liability to third parties, including liability for damage or injury of any kind sustained by them while the project is being carried out. The LP shall discharge the MA of all liability associated with any claim or action brought as a result of an infringement of rules or regulations by the LP or one the project partners, or as a result of violation of a third party's rights.



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**Article 6**  
**Project management**

- (1) The LP undertakes:
- a) to ensure a professional management of the project,
  - b) to coordinate the start, implementation and closure of the project according to the time schedule as indicated in the ultimate version of the AF,
  - c) to install a separate (sub)account for the settlement of the present project and to safeguard that the eligible costs as well as the received subsidies can be clearly traced,
  - d) to constantly monitor the exhaustion of the project budget foreseen for each project participant and ensure that budget shifts are carried out within the limits and according to the rules of the programme,
  - e) to submit the project reports within the reporting deadlines established by the programme, to ensure that the expenditure reported by each project participant has been controlled according to the rules where the project participant is located and to verify that it has been used for the purpose of implementing the project and that it corresponds to the activities agreed between the project participants and set out in the project AF,
  - f) to forward the ERDF funds to the project partners in accordance with the information provided by the MA and without any delay,
  - g) to inform the MA and JS immediately about all circumstances that delay, hinder or make impossible the realisation of the project as well as all circumstances that mean a change of the disbursement conditions and frameworks as laid down in this contract (e.g. loss of a project partner, making use of additional subsidies) or circumstances which entitle the MA to reduce payment or demand repayment of the subsidy wholly or in part,
  - h) to provide the MA and JS with any information requested without any delay,
  - i) to retain for audit purposes all files, documents and data about the project until the MA informs that keeping of documents is no longer required for the project. Other possibly longer statutory retention periods as might be stated by national law remain unaffected by this regulation,
  - j) to implement the project in accordance with the European Union's and national legislation, especially on public procurement and state aid as well as the programme rules and to ensure that also the project partners respect these rules,
  - k) to ensure that undertakings are selected in a non-discriminatory and transparent way (same conditions for all) in case they participate in or benefit from the project activities (e.g. trainings),
  - l) to provide data for the monitoring system in compliance with this contract and according to the MA and JS instructions,



- m) to inform the MA and JS without any delay about any envisaged changes of the partnership agreement,
  - n) to ensure that information and communication measures of the project are carried out in accordance with the respective regulations and rules set up by the programme (see article 7),
  - o) to submit with the relevant project report the main outputs and deliverables as stated in the AF. One specimen of each developed material shall be stored at the lead partner's or project partner's premises for the first and second level control checks,
  - p) to participate in transnational seminars organised by the programme,
  - q) to support the programme in its information, communication and evaluation activities (e.g. join project exhibitions, submit texts for programme website and brochures and press releases).
- (2) In the name of all project partners, the LP agrees, according to the Law on Data Protection 2000, Austrian Federal Law Gazette No. 165/1999, in its valid version, that the MA is entitled to use the personal data, which are contained in the project application and which are acquired in the course of the realisation and controls of the project and that the MA may convey these data to the organs and authorised representatives of the following bodies and authorities: first level control bodies and bodies and authorities involved in audits carried out for the programme, European Commission, auditing bodies of the European Union, audit bodies of the Land of Salzburg, the federal audit office, and the federal ministry of finance of Austria.
- (3) Furthermore the LP agrees on behalf of all project partners that the names and addresses of all project participants, the purpose and the amount of the subsidy may be used by the programme bodies in the framework of information and communication measures concerning the programme, as well as reporting to the European Commission.

### **Article 7**

#### **Information and communication**

- (1) Unless the MA requests otherwise, any notice or publication made by the project, including presentations at conferences or seminars, shall point out that the present project was implemented through financial assistance from ERDF funds of the programme Interreg Alpine Space. All information and communication measures of the project shall be carried out in accordance with the project AF and the programme guidelines concerning communication whereby the LP shall provide the project partners with these guidelines.



- (2) The LP shall co-ordinate the information and communication activities of the project and ensure the following:
- a) use of the programme logo, the project acronym or the project logo (in case the project partnership has decided to develop such logo) and textual reference to the ERDF in any public document or product (including presentations) concerning the project,
  - b) launch of a project website within the first six months after project start. The project website will be hosted on the programme website and shall be regularly updated by the responsible project participant in accordance with guidance given by the JS,
  - c) organisation of a public final event,
  - d) production of posters with information about the project (minimum size A3), including the financial support from the Union, to be displayed at each project participant's premises, at a location readily visible to the public such as the entrance area of a building.

### **Article 8**

#### **Project changes**

- (1) The LP shall be allowed to carry out the following project changes under the conditions set out below.
- (2) Content-related minor changes shall be reported and justified within the progress reports. Content related changes that are resulting in major changes in the project's activities, outputs and/or results require the prior approval of the PC. These changes shall be immediately reported to the JS and described in a well-founded request for the envisaged changes and a revised AF.
- (3) Changes in the budget of work packages, budget lines and project participants are allowed as long as the maximum amount of ERDF co-financing awarded is not exceeded. The LP is allowed to carry out budget relocations between work packages, budget lines and project participants up to a maximum of 20% or 10,000 EUR (whichever is greater) of the respective ERDF per work package, budget line or project partner budget, as stated in the ultimate version of the AF. In these cases the JS shall be informed of the reallocation of funds through the reporting routines, whereas it remains the duty of the LP to monitor the compliance with the above mentioned thresholds. Reallocations exceeding these limits are only allowed once during the project duration or in duly justified cases; they require the prior approval by the JS (which acts on behalf of the MA whenever approving project changes). To this end the LP has to timely submit a well-founded request for the envisaged changes together with a revised AF to the JS as soon as the LP learns about the necessity to do them.



- (4) As regards deviations from the approved time schedule of the project the following rule shall apply: deviations that result in a prolongation of the project duration up to six months shall be reported to the JS immediately and need the prior approval of the JS. Extensions of the project duration of more than six months are not possible.
- (5) All project changes requiring an approval of the programme bodies will only enter into force after approval has been given. However, once approved, they are valid retrospectively starting from the date when a written request was submitted to the JS. The basis for the project changes is the latest approved AF.

### **Article 9**

#### **Changes in the project partnership**

- (1) In the application documents the contribution of each project participant is clearly defined. Changes in the project partnership require the prior approval of the relevant programme bodies as outlined below. However, once approved, they are valid retrospectively starting from the date when a written request was submitted to the JS. Changes in the project partnership shall be described in a request for change and revised AF.
- (2) The LP guarantees that in case a project participant backs out of or is debarred from the project, has become insolvent or closed down as a result of bankruptcy or decision of its owners, its contribution to the project will be covered by one or more of the existing project participants or new project participants as soon as possible and at the latest within three months after the official communication to JS on the partner's withdrawal. If this is not possible a re-approval of the project by the programme committee is necessary.
- (3) In case the contribution of the project participant that left the project is covered by the remaining project participants, the LP will immediately report to the JS the loss of the project participant and the new division of work and budget between the project participants (see also paragraph 8 below which foresees a re-approval of the project by the PC if the reduction of project participants would mean a change in the evaluation result of the project).
- (4) In case the contribution of the project participant that left the project is at least partially covered by a new project participant, the LP will immediately report to the JS the loss of the project participant and the envisaged new division of work and budget between the project participants. At the same time it will



send to the JS a well-founded request for the entry of a new project participant and a scan of the partnership agreement that it has signed with the new partner.

- (5) In case a new project participant intends to enter the project partnership, the LP will send a request to the JS and provide it with information as regards the new division of work and budget. At the same time it will provide the MA with information on the envisaged amendments of the partnership agreement.
- (6) The JS will examine the request for the entry of a new participant (in cases as regulated in paragraphs (4) and (5) of this article) and give its recommendation, after consultation of the relevant Alpine Space Contact Point, within one month. The MA will examine the planned changes of the partnership agreement. The entry of a new project participant has to be approved by the PC and the changes in the partnership agreement need the approval of the MA.
- (7) In case of loss of a project participant, its project costs may only be eligible and co-financed until the date of withdrawal of this project participant as communicated by the LP to the JS; the eligibility of its costs is also subject to the confirmation from the LP and the JS that the contribution of this partner can be used for the project by the remaining project participants.
- (8) The LP is aware of the fact that the MA is entitled to withdraw from this subsidy contract if the minimum number of project participants is no longer ensured. If a reduction of the project participants would mean a change in the evaluation result of the project, a re-approval by the PC is necessary. Until this decision is made by the PC, the LP and its project partners shall stop any payments for activities that cause costs related to the project.

## **Article 10**

### **Assignment, Legal succession**

The LP is allowed to assign its duties and rights under this contract if prior consent of the MA and the PC is given. This approval shall be granted if the party to which assignment is made provides for the same guarantee as the transferring LP for the fulfilment of its rights and duties related to the project. In this case the LP is obliged to assign all rights and obligations and all project related documents to each and any legal successor. This provision shall also apply in case of a change of the legal form of the LP or legal succession with regard to single rights and duties of the LP.



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**Article 11**  
**Financial control, Audits**

- (1) The responsible auditing bodies of the EU, and, within their responsibility, the auditing bodies of the participating EU Member States as well as the programme bodies 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.
- (2) With regard to such financial controls the LP is, in addition to the reporting and information obligations as laid down above, obliged to:
  - (a) keep available all files, documents and data related to the project safely and orderly either in original or as certified copies on commonly used data media, until the MA informs that these documents do not need to be kept any longer from the programme perspective (see article 6 (1) litera i) of this subsidy contract),
  - (b) make all necessary arrangements to ensure that any audit, notified by the duly authorised institution, can be carried out smoothly,
  - (c) give these institutions any information about the project they request and give them access to the accounting books, supporting documents and all other documentation related to the project.
- (3) The LP is obliged to guarantee the fulfilment of the duties stipulated above in relation to all its project partners.

**Article 12**  
**Repayment and stop of payment of subsidy**

- (1) The MA is entitled to withdraw from this contract, especially in case the European Commission requests for it, and to demand immediate repayment of the subsidy in full or in part, if
  - a) the co-financed project cannot or could not be realised in due time, or a precondition for the approval of the project (e.g. minimum number of project partners) is lost,
  - b) the correctness of the final report and herewith the entitlement to make use of ERDF co-financing cannot be verified any longer, unless the documents have gone lost without fault of the LP or
  - c) the LP has become insolvent or closed down as result of bankruptcy or decision of its owners before the project has been properly terminated and therefore especially the objectives of the cooperation programme do not seem accessible or secured, or if the LP sells, leases or lets the project to a third party within this time, or



- d) the LP has obtained the subsidy through false statements or has given false or incomplete information towards organs/appointees of the European Commission, the JS and the MA or any other authority involved in the implementation of the programme, or
  - e) the LP fails to submit the foreseen reports or to provide evidence or to provide necessary information, provided that a written notice of cancellation has been sent to the LP including a reasonable “period of grace” and the expressive reference to the legal consequences of noncompliance of this notice, or
  - f) the LP fails to provide immediate information about circumstances that delay, hinder or make impossible the realisation of the co-financed project, as well as about any circumstances that mean a change of the disbursement conditions and frameworks as laid down in this contract or entitle the MA to reduce or demand repayment of the subsidy wholly or in part,
  - g) the LP hinders the due control or evaluation measures, or
  - h) the subsidy has been used wholly or partly against its purpose, or
  - i) the prohibition of cession has not been obeyed, or
  - j) regulations of the EU law and applicable national law (especially provisions concerning public procurement and state aid and environmental law and regulations concerning equal treatment of men and women) have been violated, or
  - k) any other preconditions for subsidy or obligations of the LP contained in the present contract or set out by the programme or in any other Austrian and community regulations, especially those which shall safeguard the achievement of the general objectives of the cooperation programme, have not been observed.
- (2) If the MA exercises its right of withdrawal, it will deduct the relevant amount from the ERDF reimbursement requested by the project in the next available progress report. This deduction will be applied to the project participant that has caused the request for ERDF repayment or, if this is not possible, to the LP. If it is not possible to recover the due amount of ERDF by deducting it from the next available progress report, the LP will ensure the reimbursement of funds to the MA without delay. In case of any delay in effecting repayment the respective amount shall be subject to interest on late payment, starting on the calendar day following the due date and ending on the date of actual payment. The interest rate on late payment will be determined in accordance with article 147 of Regulation (EC) No 1303/2013. It shall be 1,5 % above the rate applied by the European Central Bank in its main refinancing operations and it will be indicated by the MA in the letter asking for repayment.
- (3) In case one of the circumstances listed above occurs or is suspected to have occurred before the ERDF co-financing has been fully paid out, the MA is entitled to stop any further payment of subsidies and to



commission a control in order to clarify the suspicion. If this suspicion is confirmed, the LP is no longer entitled to claim the corresponding ERDF reimbursement.

- (4) Any further legal claims of the parties shall remain unaffected by the above provisions.

### **Article 13**

#### **Project outputs and results**

- (1) The outcomes and results of the projects have to be made available to the general public free of charge. The MA and programme bodies reserve the right to use them for information and communication actions of the programme. In case there are pre-existing intellectual and industrial property rights which are made available to the project, these are fully respected. The LP will ensure that the project participants play an active role in any actions organised by the programme to disseminate and capitalise on these results.
- (2) All products (material and intellectual) that derive from the project will be the joint property of all project participants. Consequently, the LP safeguards that each project participant grants a simple, non-exclusive right of use of any produced work of authorship to all other project participants. For small scale investments made by the LP or a PP, the LP ensures that the project participants agree beforehand on the conditions for its use after project end (e.g. by taking a decision in the project steering group).
- (3) The LP ensures that undertakings, in case they operate/maintain the project outputs and results, are selected in a non-discriminatory and transparent way (same conditions for all).

### **Article 14**

#### **Concluding provisions**

- (1) Programme language is English. Thus, all correspondence between LP, JS and MA under this contract must be in English language. Correspondence shall be email based whenever possible.
- (2) Both parties agree herewith that the subject of the present agreement is exhaustively and completely regulated in this document and the above-mentioned integrated parts.
- (3) Amendments and supplements to the present contract must be in written form. Consequently, any changes of the present contract shall only be effective if they have been agreed upon in writing and have



been designated as amendment of or supplement to this contract (the exchange of emails is sufficient). As an exception to this formal requirement, modifications to the project that are approved in writing by the responsible programme bodies (PC or JS on behalf of MA, as appropriate) shall modify automatically the present contract.

- (4) If any provision in this contract should become wholly or partly ineffective, the remaining provisions remain binding for the parties. The parties agree to replace the ineffective provision by one which serves the purpose of this contract as closely as possible.
- (5) In case of differences that are not ruled by this contract, the parties agree to find a joint solution.
- (6) The parties will make an effort to settle any disputes arising from this contract out of the court. In case a solution cannot be found, the parties herewith agree that Salzburg shall be the venue for all legal disputes arising from this contract.
- (7) The laws of Austria shall apply to all legal relations arising in connection with this contract.
- (8) Two copies will be made of this contract; of which each party keeps one.
- (9) The present contract shall come into force upon signature of all parties and guarantee of any national public co-financing to be granted to the project according to the application documents. It shall remain into force until the LP has discharged in full its obligations towards the MA.

Place, date: \_\_\_\_\_

Place, date: \_\_\_\_\_

For the Land of Salzburg:

For the lead partner:

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