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**IPA** Bulgaria – Serbia

# **(INTERREG VI-A) IPA BULGARIA SERBIA PROGRAMME**

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## **CCI 2021TC16IPCB007 CONTRACTING GUIDE FOR IDENTIFIED APPLICANTS TO DEVELOP AND SUBMIT FULL PROJECT PROPOSALS**

*Call for proposals*

*No 2021TC16IPCB007 – 2024 – 2*

*under Priority 2 - Specific Objective 2.1. Fostering the integrated and inclusive social, economic and environmental local development, culture, natural heritage, sustainable tourism and security, in areas other than urban areas*

**DEADLINE FOR SUBMISSION OF THE FULL PROJECT PROPOSALS IN JEMS  
16 September 2024, 17:00 EEST**

<b>1</b>	<b>Part A – From concept note to full project proposal.....</b>	<b>6</b>
1.1.	<b>Eligibility and content elements of the concept note that cannot be changed in the full project proposal .....</b>	<b>6</b>
1.2.	<b>Developing a full project proposal .....</b>	<b>9</b>
1.2.1.	<b>Section “Project partners” from the application form .....</b>	<b>10</b>
1.2.2.	<b>Section “Budget and co-financing” from the application form .....</b>	<b>11</b>
	<i>Eligibility of expenditures</i> .....	12
	<i>The budget approach to Simplified Cost Options (SCOs)</i> .....	14
	<i>The budget template and types of costs</i> .....	15
	<i>State Aid</i> .....	21
1.2.3	<b>Section „Project description“ from the application form .....</b>	<b>22</b>
	<i>C.1 Project overall objective</i> .....	22
	<i>C.2 Project relevance and context</i> .....	22
	<i>C.3 Project partnership</i> .....	22
	<i>C.4. Project work plan</i> .....	23
	<i>C.5 Project results</i> .....	27
	<i>C.6 Project time plan</i> .....	27
	<i>C.7 Project management</i> .....	27
	<i>C.8 Long-term plans</i> .....	30
1.2.4	<b>Additional documents supporting the full project proposals.....</b>	<b>32</b>
<b>2</b>	<b>Part B - Submission and screening process of full project proposals.....</b>	<b>41</b>
2.1.	<b>Submission of Full Project Proposals in JEMS .....</b>	<b>41</b>
2.2.	<b>Screening process of full project proposals .....</b>	<b>42</b>
2.2.1	<b>Administrative and Eligibility screening .....</b>	<b>44</b>
2.2.2	<b>Project content screening .....</b>	<b>53</b>
<b>3</b>	<b>Part C - Contracting process.....</b>	<b>55</b>
3.1	<b>Indicative timeline for application, screening and contracting of FPP.....</b>	<b>56</b>

## Introduction

This guide is exclusively intended for organizations that have received invitations to develop and submit full project proposals (FPP) within the framework of Programme Priority 2 “Integrated development of the border region”. Each FPP originates from a corresponding concept note, which the Strategy Board (SB) of the Programme has identified as a project idea to compile into a list (please, see the table below). This list is part to the Programme’s Territorial Strategy (TS). The TS and its annexes, including the list of identified project ideas (main and reserve projects), have been approved by the Monitoring Committee (MC) of the Program under Decision from 14 June 2024 (via online meeting) and have been posted on the programme's website. For additional information, please visit <https://ipa-bgrs.mrrb.bg/>.

### 📌 IMPORTANT

**The identified project ideas are categorized into *main project ideas/concept notes*, ranked until the disposable call’s budget is exhausted, and reserve project ideas/concept notes, which fall below the disposable call’s budget. Applicants with reserve concept notes are encouraged to submit FPPs under equal conditions with the main concept notes. However, a reserve project idea may proceed to the contracting stage if a full project proposal from the main list is not submitted, drops out, or it does not meet all eligibility criteria for contracting. In this case, the respective reserve FPPs proceeds to contracting stage, and it must adhere to all subsequent steps and meet all conditions to secure a contract. The order of proceeding is according to the ranking established in list of operations, approved by the SB.**

**One project idea/concept note can be further developed in only one full project proposal!**

List of identified project ideas/concept notes whose applicants are invited to develop and submit full project proposals:

Concept note ID	Name of the project idea	Lead Partner	Total Budget
<b>Main project ideas/concept notes</b>			
<b>BGRS0200048</b>	From Reality to Digitality	Municipality of Boljevac	995 990,00 euro
<b>BGRS0200053</b>	Balloon tourism	Association Regional Partnerships for Sustainable	830 560,00 euro

		Development - Vidin	
<b>BGRS0200069</b>	Timok - Danube Cycling	Vidin Municipality	981 039,00 euro
<b>BGRS0200012</b>	Innovative green network for improved touristic development	Culture centre Piro	766 042,23 euro
<b>BGRS0200049</b>	Green Gateways: Fostering Green and Sustainable Tourism in Cross-border Region	City of Niš	994 400,00 euro
<b>BGRS0200011</b>	Cultural-historical heritage of the cross-border region as a driver of integrated sustainable tourism	City of Piro	998 687,00 euro
<b>BGRS0200060</b>	Natural and cultural tourism potentials as the basis for development of cross border region	Tourism organization Sokobanja	649 410,00 euro
<b>BGRS0200022</b>	Cross-border tourist destination Babusnica - Gorna Malina, shared cultural heritage, nature and hospitality	Municipality of Babusnica	843 500,00 euro
<b>BGRS0200029</b>	Crossroads Festivals: Serbia & Bulgaria – boosting event tourism industry in the cross-border area Bulgaria-Serbia	House of Culture Knjaževac	974 223,00 euro
<b>Reserve project ideas/concept notes</b>			
<b>BGRS0200050</b>	Karst Landscape Attraction Parks - Bridging Borders with Nature's Wonders	Municipality of Roman	998 406,00 euro
<b>BGRS0200071</b>	Establishment of Innovative Cross-Border Craft Museum Bulgaria – Serbia	Georgi Damyanovo Municipality	871 692,00 euro
<b>BGRS0200063</b>	Reconstruction, infrastructure and equipment of cultural sites in Blace and Chelopech as potential touristic locations and related presentations	Municipality of Chelopech	946 440,00 euro

**The total budget available for contracting is outlined in section 1.2.2. “Section “Budget and co-financing” from the application form”.**

The concept note needs to be further elaborated in the FPP with regard to the operational aspects of the project, particularly its work plan and budget. Therefore, this Guide complements the Guide for application with concept notes by providing crucial specifications and additional details covering the stages from FPP development to contracting.

The primary objective of this Guide is to facilitate invited applicants to develop and submit FPPs that meet programme requirements. Applicants invited to develop and submit FPP are strongly encouraged to thoroughly review and study both Guides together. This approach aims to streamline the transition from the concept note to a FPP and make the submission process in [JEMS](#) more straightforward.

The FPP Guide is structured into three primary sections:

**Part A** provides guidance to applicants on how to further develop their concept notes into FPPs. It emphasizes compliance with the program's contracting requirements, encompassing also the submission of supporting documents to substantiate stated or desired conditions.

**Part B** focuses on the submission and screening process of the received FPPs, outlining the steps and checks towards contracting. Received FPPs will not undergo a separate assessment. Instead, they will be screened against the contracting criteria outlined in section *Screening process of full project proposals*. FPPs originate from the identified project ideas previously approved by the Strategy Board for full development. As a result, the FPP stage is designed to avoid redundant identification and assessment, with a primary focus on evaluating whether FPPs meet programme requirements for contracting. It's important to note that the FPP screening is not a scoring (quality assessment) process. Its outcome is expressed as either 'yes' or 'no,' indicating whether a FPP is eligible to obtain a subsidy contract.

**Part C** describes the contractual process with roles and responsibilities of all actors involved. It also includes a provisional timeline for the implementation of this process.

## 1 Part A – From concept note to full project proposal

Applicants should note that there are elements of the project proposals which cannot be altered between the concept note and FPP stages and therefore they remain unchanged. Please, refer to section Eligibility and content elements of the concept note that cannot be changed in the full project proposal for further information on this matter.

However, it is important to acknowledge that during the transition period from the concept note to the FPP, certain modifications to the concept notes may be necessary. This is due to the evolution of the project idea while elaborating its intervention logic (links between needs, activities, results and contribution to programme indicators), work plan and detailed budget. The programme bodies are open to considering these modifications in a positive manner, but within certain limits. The programme bodies are fully committed to ensuring the application of fundamental assessment and funding principles, such as providing fair and equal treatment to all candidates and avoiding redundant reassessment of project features in different submission stages. Therefore, applicants are strongly advised to avoid making significant changes, specifically those related to project modifications that could jeopardize the eligibility of the proposal.

### **IMPORTANT**

**The summary of the project proposal (section 'A.2 Project summary' of the FPP form) needs to be updated to reflect any modifications made at the FPP stage.**

### **1.1. Eligibility and content elements of the concept note that cannot be changed in the full project proposal**

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- Objective of the concept note;
- Scope of the project activities:
  - Mandatory combination of investment (works and/or supply) and soft type of actions (e.g. services);
  - Investment component/s of the concept note – scope, location, responsible partner/s.

### **IMPORTANT**

**If the project involves investment activities such as building new or rehabilitating existing infrastructure, these activities should be exclusively carried out on state-owned or municipal property. Only the owner of the respective property rights, or the legal body that has already acquired the**

**management rights<sup>1</sup> for that specific property, is entitled to contract the implementation of those activities, i.e. it should be a project partner. The legal authority to manage the property must be in force for a duration that aligns with or exceeds the specified 5-year durability period, specified in Article 65 of the CPR Regulation, following the project's completion.**

**Exceptions to this rule are only allowed when components of technical infrastructure supporting the construction of new or rehabilitating existing core infrastructure traverse private properties. This circumstance must be evident from the approved works documentation (Working design and Building permit). In cases where the investment activities require passing through private territories, a Consent of the owners of the private properties, issued in the original language and translated into English – original or officially certified copy (notary certified for Bulgarian partners and notary certified/certified by the responsible administrative body for Serbian partners), should be submitted. The validity period of the Consent must align with the 5-year durability period specified in Article 65 of the CPR Regulation, following the project's completion. Additionally, an Ownership Act issued in the original language and translated into English – original or officially certified copy (notary certified for Bulgarian partners and notary certified/certified by the responsible administrative body for Serbian partners) and excerpts from the cadastral map should be provided by the Project partner.**

- Each FPP must contribute to the achievement of the targets of the mandatory indicators (RCO84+RCO116/RCR104 + RCO74), including the targets of at least one of the two pairs of ERDF indicators (RCO58/RCR64 and/or RCO77/RCR77). Please, ensure that you are familiar with Attachment 5 "Indicators Fiches". The values of the indicators in the FPP should not be lower than those in the respective concept note.
- Mandatory contribution to the protection of the environment and/or provision of green and digital solutions to boost cross-border territorial potentials. Project actions must be in full accord with the DNSH principle<sup>2</sup>.

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<sup>1</sup>The period of the contract which stipulates the management rights over the conveyed property should be no less than the sustainability period of the funded project, as set out in [Common Provisions Regulation \(EU\) 2021/1060](#), art. 65 (1).

<sup>2</sup> Please see the [Taxonomy Regulation](#), the [Technical guidance on the application of DNSH principle](#)) and the 'climate resilience' pillar of the climate proofing of infrastructure<sup>2</sup> ([Technical guidance on the climate proofing of infrastructure](#)). Climate proofing is a process that integrates climate change mitigation and adaptation measures into

- The implementation of the project activities should take place in the Programme area. Activities outside the Programme area can be implemented in duly justified cases, and only soft activities.
  - The budgetary parameters of the concept note, reflecting mandatory criteria as the minimum and maximum budget of the concept note, and a minimum of 60% budget share allocated to the investment component cannot be altered.
  - Project activities of an economic nature, irrespective of their implementer, should not fall under the scope of the ineligible sectors for EU funding. These sectors are outlined in Regulation (EU) 2023/2831, Regulation (EU) 2023/2832, Directive 2003/87/EC of the European Parliament and of the Council, Annex 1 and Regulation (EU) No 1379/2013, Annex 1.
- Eligibility of project partners:
- Local/regional bodies and authorities (incl. regional structures of central public authorities and statutory bodies);
  - Regional and sectoral development agencies, and business support structures;
  - NGOs and other socio-economic partners;
  - Academic, research, training, education, social and cultural institutions.
  - The Lead partner and the project partner/s responsible for the project investment/s cannot be altered.

The FPP must include at least one partner from each side of the border region.

All project partners are required to be registered and operational within the programme area at least 3 years preceding the submission of the concept note. In case a structure of local/regional/national authority is not and cannot act as a legal entity, its legally established central organisation, if such exists, shall be the project partner. In cases where new partner/s become project partner/s to the FPP, this rule applies to them proportionally, i.e. they are required to be registered and operational in the programme area at least 3 years before the date of submission of the respective concept note.

Project partners situated outside the programme area but within Bulgaria and Serbia may be eligible (however excluding activities related to works and supply), provided they bring a clear benefit to the programme area and meet all eligibility criteria. However, their involvement is considered exceptional and must be duly justified.

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the development of infrastructure projects. It enables European institutional and private investors to make informed decisions on projects that qualify as compatible with the Paris Agreement.



Project partners may participate in up to two FPPs as follows:

- ✓ as a lead partner in only one project idea;
- ✓ as a project partner in up to two project ideas;
- ✓ as a lead partner in only one project idea and in one more project idea as a project partner;
- ✓ as a project partner who bears the investment component in only one project idea + one more project idea as a project partner who implements only soft measures.

All partners are directly responsible for project implementation and are prohibited from acting as intermediaries or engaging in any form of contracting among themselves.

### **IMPORTANT**

**Not meeting all requirements outlined in this section, along with the references it makes, will result in the FPP being ineligible for funding.**

## **1.2. Developing a full project proposal**

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The applicants will be guided in the process of developing FPP by training and Q&A sessions. The purpose of this guidance is to ensure that all FPPs adhere to the rules and requirements of the programme for contracting. A team of representatives nominated by the MA/NA/JS will guide the applicants in the process of developing FPP. Trainings, Q&A sessions, and mentoring activities, would be organized. It is important to note that the programme bodies cannot be held responsible for any failure on the part of the applicants to develop, submit, and ultimately secure a contract for their FPPs.

The application process of a FPP is conducted exclusively in [JEMS](#). The application form (AF) of a concept note and the one for FPP is technically and functionally aligned. A template of application form for FPP is provided as Attachment 1. Therefore, applicants with FPP should use the same account profile as the one when they submitted the concept note. In case there are needs to change user settings in JEMS, please follow section 3 “User Management” of the JEMS Manual, which can be found here <https://JEMS.interact-eu.net/manual/>.

All the information provided in the sections of the concept note in JEMS will automatically transfer to the FPP application. Therefore, applicants do not need to rewrite the entire project proposal in the FPP AF. Instead, they only need to fill in the sections of the FPP AF that were not part of the concept note application. However, since the application form for the concept note was offline (in Word format) and

attached to the JEMS application, applicants must now transfer the content of the offline concept idea's application form to the JEMS application form of the FPP. During this process, project partners can further elaborate on their project idea, consolidate their partnerships, and develop a detailed work plan in line with the recommendations provided in the notification letter with the outcomes of the concept note stage.

### **IMPORTANT**

**The summary of the project proposal (section "A.2 Project summary" of the FPP form) needs to be updated to reflect any modifications made at the FPP stage.**

#### **1.2.1. Section "Project partners" from the application form**

The strategic concept of the partnership is introduced at concept note stage. At FPP stage, applicants are required to provide a description of the final partnership composition, partners' roles, and the manner in which they will interact and cooperate. They should explain how the composition of the partnership is conducive to achieving the project's objectives and results, and how the partners' relevance addresses the identified territorial challenges. Additionally, they must specify the mechanisms through which partners will collaborate in cross-border settings.

In general, it is preferable for the partnership composition described in the concept note to remain unchanged in the FPP stage. However, in justifiable cases, a change in partners between concept note and FPP is permitted. It is crucial to note that any such change should not impact the investment activities of the project. This means that project partner/s responsible for the project investment/s cannot be altered. Neither can the Lead partner. Modifications in the partnership are allowed for partners involved in soft activities that contribute only to the Interreg indicators RCO84 "Pilot actions developed jointly and implemented in projects", RCO116 "Jointly developed solutions" and RCR104 "Solutions taken up or up-scaled by organisations". In such cases, there is an option for a change in partners allowing for withdrawal of a partner whose original functions will be taken over by a new partner, provided that the new partner will meet all eligibility conditions outlined in section [1.1. Eligibility and content elements of the concept note that cannot be changed in the full project proposal](#). Failure to meet these requirements, along with the conditions of the current section, will result in the FPP being ineligible for funding.

At the concept note stage, project applicants were required to provide brief descriptions of the project partners. At the FPP stage, these sections must be expanded and/or

strengthened in all instances, whether there are changes in partners or not. How partners intend to cooperate must be updated to reflect the final composition of the partnership and to fill in the “*cooperation criteria*” section in the AF.

**👉 IMPORTANT**

**The Lead partner and other project partners responsible for project investments cannot be changed.**

**👉 IMPORTANT**

**Automatic withdrawal of project activities is not allowed when the partner responsible for those activities is also withdrawing from the project. In this scenario, either the new project partner assumes the responsibilities initially assigned to the withdrawn partner, or an existing partner/s takes on these tasks. It is crucial to emphasize that the new partner/s must have the expertise and legal rights necessary to fulfil the proposed responsibilities. Additionally, it has to meet all eligibility requirements outlined in section [Eligibility and content elements of the concept note that cannot be changed in the full project proposal in this Guide](#). Failure to meet these requirements, along with the conditions of the current section, will result in the FPP being ineligible for funding.**

Applicants are encouraged to provide additional details and expand upon the activities outlined in the concept note, creating a comprehensive project work plan to enhance the attainment of project targets and results. If the activities outlined in the concept note do not facilitate the incorporation of environmental mitigation measures and indicators provided in the Attachment 3 “Measures for monitoring and control of the environmental impact”, applicants are required to introduce new activity/ies or extend existing ones, as indicated in the concept note, to address this aspect.

During the guidance/screening process for FPP development, certain project activities and their associated costs may be excluded from the EU grant if they are deemed ineligible. In such cases, additional own co-financing may be considered if necessary to achieve project goals.

### **1.2.2. Section “Budget and co-financing” from the application form**

**The total budget available for the present call is 8 529 412 Euro of which 7 250 000 Euro EU financial contribution (ERDF+IPA funds) and 1 279 412 Euro national contributions.**

The ERDF/IPA co-financing rate is 85%, while the National contribution is 15%. **In case of Bulgaria, the share of the national contribution comes from the national budget, while in case of Serbia – the national contribution is provided by the Serbian project partners.**

Applicants may provide own additional co-financing, which should be reflected in the project budget and it will be a subject to verification.

A detailed, economically justifiable, and consistent budget that aligns with the project activities is a critical component of the FPP. An ideal way of starting to develop a detail project budget is to look at the project activities. Although the project development process requires applicants to go back and forth from goals, objectives to strategies and activities and back again, once the activities are ready it is easier to achieve a great level of budget clarity.

During the concept note stage, only an overall budget estimation of expenditures per cost category and project partner was requested, and thus the project idea's budget was partially evaluated to ensure it aligns with eligibility criteria. Therefore, the budget will undergo a thorough review during the screening process of the FPP before it can be approved for contracting. The final approval is granted by the Monitoring Committee of the Programme with the issuance of funding decision.

### **Eligibility of expenditures**

When detailing the budget, applicants may find the need to modify certain budget costs from their original values in the concept note due to various reasons. In this case, applicants should justify any proposed budget changes in a free written format. This justification should be included as part of the FPP submission package. However, changes in budget parameters between the concept note and FPP are only allowed in duly justifiable cases, provided that the following conditions are cumulatively met:

1. The maximum percentage for Budget categories (BC) 1, 2 and 3 and the minimum percentage for investment component (BC 5 and BC 6) should be respected, namely:

BC 1 Staff costs – up to 20% of the eligible costs under BC 4, BC 5 and BC 6 of the total project budget of the respective project partner;

BC 2 Office and administrative costs – up to 15 % of staff costs;

BC 3 Travel and accommodation costs – up to 15 % of the staff costs;

BC 5 and BC 6 (cumulative) – minimum 60% of the total eligible costs.

2. The programme's methodology for determining expenditures for project events using the unit costs approach should remain unchanged (please, see below, paragraph '*The budget approach to Simplified Cost Options (SCOs)*');
3. The budget changes should not result in non-compliance with the minimum budget of €500,000 and the maximum budget of €1,000,000 for a project proposal.
4. Any potential budget change should not influence and decrease the scope of the project investment(s), the target groups, or the values of the indicators. Instead, it should either result in an increase in these parameters or maintain the original scope and targets as outlined in the concept note.
5. Any potential budget change should not lead to exceeding the overall budget of the concept note.

The eligible and ineligible costs are set out in the Regulation (EU, Euratom) 2018/1046 of 18 July 2018 ([Financial Regulation](#)), the Regulation (EU) 2021/1058 of 24 June 2021([ERDF Regulation](#)), the CPR Regulation and the Interreg Regulation.

To ensure that project costs are considered eligible, the following criteria must be met:

1. All project costs should be budgeted rationally and based on market prices. Relevant supporting documents (listed in section **1.2.4 Additional documents supporting the full project proposals**) are requested at application stage. However, it's important to note that expenditures associated with flat rates, unit costs, and lump sums, where final costs are automatically derived or represent a fixed amount for a specific activity, are exempt from this requirement.
2. All expenditure related to activities that have not been financed from other financial instruments. Double funding is strictly prohibited. It is going to be checked during screening and contracting procedures.
3. Project costs must align with the FPP work plan, ensuring that expenditures are explicitly linked to the planned activities, deliverables, and outputs.

**The following costs are ineligible** and therefore cannot be reimbursed:

- Interest on debt;
- Fines, financial penalties and expenditure on legal disputes and litigation;
- Costs of gifts;
- Costs related to fluctuation of foreign exchange rate;
- Second hand equipment;

- Purchase of land and existing buildings;
- In-kind contribution (including unpaid voluntary work);
- Project expenditure split among project partners (i.e. sharing of „common costs”);
- Costs resulting from subcontracting between project partners for services, expertise, equipment and works carried out within the project;
- Charges for national financial transactions;
- Consultant fees between partners for services and work carried out within the project;
- Contracting of employees of the partner organizations as external experts, e.g. as freelancers;
- Other non-eligible expenditures according to EU and national legislation.

### **Applicable law and public procurement**

When budgeting project activities involving subcontracting, project partners must adhere to mandatory procurement rules. In the case of Bulgaria, this involves respecting and fully applying national public procurement rules. This includes, but it is not limited to Public Procurement Act (Закон за обществените поръчки) and the Decree No. 4, dated January 11, 2024 (Постановление на Министерски съвет ПМС №4/11.01.2024 г. за определяне правилата за разглеждане и оценяване на оферти и сключването на договорите в процедурата за избор с публична покана от бенефициенти на безвъзмездна финансова помощ от Европейските фондове при споделено управление). Project partners from Serbia adhere to Annex II of the Financing Agreement between European Commission and Serbia. To assist Serbian partners in implementing tendering procedures, they are encouraged to utilize PRAG templates, ensuring alignment with the provisions outlined in Annex II. Additional practical guidance on public procurement for Serbian partners will be detailed in the Project Implementation Manual.

### **The budget approach to Simplified Cost Options (SCOs)**

It is important for all project partners to get acquainted with the Programme’s approach to financial management. It refers to the application of a methodology named Simplified Cost Options (SCOs). SCOs are an EU innovative way to reimburse grants and repay assistance. Instead of reimbursing “real costs”, SCOs allow the reimbursement of expenditures according to predefined methods based on process, outputs or results. SCOs allow the tracing of financed expenditures without the need to provide individual

supporting documents. Furthermore, SCOs allow administrations to shift the focus from collecting and verifying financial documents to achieving policy objectives (i.e. concentrating on achieving concrete outputs and results instead of verifying actually incurred costs).

SCOs may take the form of:

- **Flat rate** – specific categories of eligible costs which are expressed as a percentage of other eligible costs;
- **Lump sums** – fixed amount for certain activity;
- **Unit Costs** – cover certain specific categories of eligible costs which are expressed in maximum amounts per unit (e.g. maximum prices of certain goods, items, etc).

### **The budget template and types of costs**

The budget template of FPP consists of 7 (seven) budget categories (BC), as follows:

**BC 1 Staff costs** – these costs relate to remuneration of people involved in the management of the project implementation, such as the project team (manager, coordinator, accountant, assistant, etc.) and permanent staff of project partners engaged in soft project activities (e.g., trainings, studies, research, etc.). These costs can be reimbursed on the basis of flat rate of up to 20% of the eligible costs under BC 4, BC 5, and BC 6 from the respective partner's total project budget. Please refer to Article 39 of the Interreg Regulation for more information.

Project partners must comply with national legislation in appointment of the project team members (project staff).

Project partners are not required to provide documentation demonstrating that staff costs for project management purposes have been incurred and paid. However, if the project has been contracted, project partners must provide an official document (e.g. order) proving that a project team has been appointed and is operational. More comprehensive information on this requirement will be provided in the Project Implementation Manual.

### **Example for the calculation of staff costs:**

#### **Reported eligible direct costs:**

<i>External expertise and service costs:</i>	20.000 EUR
<i>Equipment costs:</i>	30.000 EUR

*Costs for infrastructure and works:* 50.000 EUR

Total: 100.000 EUR

**Eligible Staff costs = 100.000 EUR \* 20% = 20.000 EUR**

**BC 2 Office and administrative costs** – All eligible types of office and administrative costs are set out in Article 40 of the [Interreg Regulation](#). These costs will be reimbursed as a flat rate of up to 15 % of staff costs. No further justification or supporting document is needed from the project partners.

**BC 3 Travel and accommodation costs** – This budget category covers expenses related to travel and accommodation exclusively for project staff engaged in project management and implementation. The eligible types of travel and accommodation costs are outlined in Article 41 of the [Interreg Regulation](#). These costs will be reimbursed as a flat rate of up to 15% of the staff costs. No further justification or supporting document is needed from the project partners. When using flat rate, it is not necessary for the applicants to set a detailed budget for travel and accommodation as the calculation is done automatically by JEMS.

When developing your FPP, it is important to ensure that you adhere to the following additional eligibility principles:

- The duration of the travel shall be clearly linked to the concerned event/meeting and shall not be longer than from the day before to the day after the concerned meeting, unless it is clearly justified and documented;
- The maximum accommodation costs and daily allowances must be respected, in accordance with national eligibility rules;
- Travel and accommodation expenses of external experts and service providers shall be declared under the BC 4 External expertise and services costs;
- Generally, the most economical way of transport should be used. In principle, business or first class tickets are not eligible. Furthermore, it is recommended to use environmentally friendly means of transport (e.g. train over flight, green public transport vehicles over taxi/car etc.);
- Taxi costs are eligible, e.g. for travelling to/from the airport/train station, to/from the venue of the event/hotel, in case they are well justified (e.g. the only effective travel solution if public transportation is not available);
- Car rental is eligible in exceptional cases and in justified circumstances, e.g. the location of the event is not accessible by public transport, cost effectiveness due to the number of travelling persons, etc.;
- Cancellation fees of travel costs are eligible in case of force majeure;



- In case travel and accommodation costs are not eligible for financing for the given project partner (e.g. no staff employed), travel costs shall not be declared on flat rate basis to the project (i.e. the eligibility of expenditure does not depend on the form of reimbursement).

**BC 4 External expertise and services costs** – This category includes costs for expertise and services provided by entities or individuals, other than the project partners, that are directly linked to the project and are crucial for its successful implementation. The extent of external support required may vary depending on the project's specific needs and objectives. All eligible cost types are specified in Article 42 of the [Interreg Regulation](#).

Costs associated with external expertise will be reimbursed by the Programme based on real costs supported by relevant documentation. These costs undergo verification before reimbursement.

**📌 IMPORTANT**

**For event organization services, costs can be reimbursed based on either unit costs or real costs. The choice between these two options is made by the applicants.**

The unit costs are determined based on the event's duration and the number of participants. The unit costs for event organisation are as follows:

- 18,00 EURO unit cost for one-day events;
- 73,00 EURO unit cost for multi-day events;

The unit costs include the following types of expenditures:

- ✓ Rental expenses for meeting halls, training venues, conference facilities, etc.
- ✓ Rental expenses for equipment such as translation equipment, audio equipment, etc.
- ✓ Vehicle rental expenses for event participants (car, van, minibus, bus, etc.)
- ✓ Expenses for coffee breaks, refreshments, lunches and dinners for participants in the events;
- ✓ Accommodation costs;
- ✓ Expenses for purchasing consumables and materials for event participants, such as paper, files, folders, cases, CDs, as well as printing costs for invitations, agendas, presentations, etc.

## Examples for using unit cost approach:

\* ***Example for calculation of the amount for 1-day event per 20 participants:***

1 day x 20 participants = 20 units

20 units x unit costs EUR 18 = total costs EUR 360

\* ***Example for calculation of the amount for 2-day event per 20 participants:***

2 days x 20 participants = 40 units

40 units x unit costs EUR 73 = total costs EUR 2 920

**BC 5 Equipment costs** – The [Interreg Regulation](#), specifically Article 43, outlines all eligible types of equipment costs. It is essential that the equipment is directly and strictly linked to achieving the project objectives. The procurement of equipment must adhere to the respective national public (Bulgarian partners) or PRAG (Serbian partners) procurement rules. The Programme will reimburse the costs associated with equipment purchases based on real costs supported by relevant documentation. These costs will undergo verification before reimbursement.

### **👉 IMPORTANT**

**Market analysis for the planned supply is required. The Lead or project partner is required to present soliciting offers (along with website references, where available) from at least three independent providers. These offers should be comparable in terms of requested technical characteristics, and as such, they must be accompanied by a uniform request for offer. For Bulgarian partners, if deemed feasible alternative of the three offers, a minimum of three extracts from national/EU public procurements systems of a similar supply with identical technical specifications could be provided. Expenditures included in the project budget derived from the market analysis should reflect an average of the price offers received/extracts. In order to overcome the impact of future inflation and price instability, the expenditures included in the budget based on the above market analysis could be increased with the average rate of the national inflation of the last 3 years before the application submission, but not more than 10%.**

**When there is a requirement to procure highly specialized equipment from a limited pool of suppliers, and conducting market research for the**

**equipment cost is not feasible, historical data for concluded contracts from previous similar supplies must be provided by applicants. This data serves to verify that the budgeted equipment costs are reasonable.**

**To ensure fair and equitable treatment of all potential bidders during the actual procurement of specialized equipment, the project partners (acting as contracting authority) are committed to transparent practices. To achieve this, the project partners shall publicly disclose all information exchanged during the market consultation and historical data gathering (only for highly specialized equipment) phases on their official website. This disclosed information is integral to the tender dossier, fostering openness and fairness in the procurement process.**

#### **📌 IMPORTANT**

**In cases where subcontracting activities are necessary to achieve project objectives, including those related to project preparation, the contracting must adhere to the procurement provisions outlined above. Subcontracting procedures, if implemented, should not create an economic advantage to any economic operator.**

**BC 6 Costs for infrastructure and works** - The [Interreg Regulation](#), Article 44, specifies all eligible types of costs for infrastructure and works. It is important to note that the **purchase of land and buildings is not eligible**. The Programme will reimburse costs related to infrastructure and works based on real costs supported by relevant documentation. These costs will also undergo verification before reimbursement. In Bulgaria, it is necessary to duly respect and fully apply the national public procurement rules, while in Serbia, the PRAG provisions should be duly respected and fully applied.

**BC 7 Project Preparation costs (PPC)** – projects approved by the Programme's Monitoring Committee and contracted by the MA are entitled to receive the reimbursement of the preparation costs in a form of a lump sum, except for projects that have already received financial support for project preparation from other EU funding sources. Costs related to project preparation are eligible if they are incurred after the date of 1st of January 2021.

For FPP, the PPC is capped at EUR 12,000 per project proposal. The amount must be included in the lead partner's budget at the application stage. Nevertheless, to reflect the partners' involvement in the preparation of the application form in a fair and

transparent way the partnership should share the preparation costs. The allocation of the PPC cost between partners must be clearly specified in the Project Partnership Agreement (Annex 1). With the first report, the lump sum for preparation costs shall be added to the lead partner's reported expenditure, and shall be verified and reimbursed to the lead partner.

**PPC is limited to the following services:**

- ✓ Consultancy and development of technical documentation (including feasibility studies, detailed design, technical (or working design stage drawings), etc.);
- ✓ Elaboration of the project proposal and application form, translation of documents, taxes, and other charges;
- ✓ other costs necessary for submitting a valid application form and contracting;

The Lead partner must declare the amount in the first Project Progress Report and first interim payment request.

**📌 IMPORTANT**

**During the implementation of the screening process (please refer to section Screening process of full project proposals), all project costs will be scrutinized and may be reviewed and optimized where necessary by the screening working group. This review will occur if the proposed costs are deemed ineligible, not fully aligned with the project content, not conducive to achieving project objectives and programme indicators/targets or not justified in terms of volume and prices.**

**📌 IMPORTANT**

**The expenditure for VAT is eligible for projects the total cost of which is below EUR 5 000 000 (including VAT). Each project partner must take the respective national VAT legislation into consideration when budgeting project costs.**

**For Bulgarian partners:** In the implementation phase of the project, the project partners should be requested to provide the necessary documentation proving the VAT requested for reimbursement is non-recoverable under national VAT legislation.

**No-profit principle:** NOT APPLICABLE FOR NON-PROFIT ORGANISATIONS (Article 192, par. 3, c) of Regulation 2018/1046)

The meaning of a no-profit principle is in accordance with Article 192 of Regulation 2018/1046 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union.

The compliance with the no-profit principle shall be applied as follows:

The grant amount representing the EU funds and national co-financing funds may not have the purpose or effect of producing a profit for the project partners. Profit is defined as a surplus of the grant amount received and the revenue generated by the operation over the total amount of eligible expenditures incurred by the project partner and paid by the Managing authority. If this calculation results in a profit for the project partner, the Managing authority will reduce the final amount of the grant with the profit generated.

The revenues may be but not only: cash in-flows directly paid by users for the goods or services provided by the operation, such as charges borne directly by users for the use of infrastructure, sale or rent of land or buildings, or payments for services, payment received by the project partner arising from contractual penalties as a result of a breach of contract between the partner and a sub-contractor, interests accrued on the received pre-financing payment into the bank account using for the operation, etc. For the purpose of respecting the no-profit principle and for the proper calculation of the revenues generated each project partner should keep detailed, timely, adequate and traceable information and accounts concerning the generated revenues during the implementation period of the operation. A declaration for revenues generated with the relevant supporting documents shall be requested by each project partner at the stage of the last reporting of expenditures.

### **State Aid**

All project activities will be subject to examination to ensure compliance with state aid regulations. This check of compliance is conducted on a case-by case basis, meaning that the presence or absence of activities relevant to state aid depends on the specific details of the project. For further information, please refer to Attachment 6 – FactSheet: De minimis support.

Activities of economic nature may only be financed under the de minimis rule. In this case the provisions of REGULATION (EU) 2023/2831 of 13 December 2023 on the application of Articles 107 and 108 of the Treaty to de minimis aid must be followed.

### **IMPORTANT**

**All project partners must fill in and submit Annex 5 “State Aid Declaration”**

### 1.2.3 Section „Project description“ from the application form

#### **C.1 Project overall objective**

Applicants are required to transfer the content from Section C.1, 'Project Overall Objective,' in their Concept Note's application form to the corresponding section in the AF of the FPP. It is essential to ensure that the narrative remains the same as it is in the concept note to ensure consistency with the FPP.

#### **C.2 Project relevance and context**

When developing FPP, project applicants must review and further refine the project relevance and context, as initially provided in the concept note stage. Applicants must ensure that the information reflects the latest state of play and is consistent with the work plan and final partnership.

Applicants are strongly advised to devote careful attention to Section *C.2.7. How does the project build on available knowledge?* of the FPP. This section is specifically related to the concept of capitalisation of results, an integral aspect of every project. Capitalisation is the process of collecting, analysing, exchanging experience, and transferring / adapting good practices gained in a specific field of regional development policy. It is a priority and a challenge for all Interreg programmes, given the extensive work already conducted in the targeted territorial, policy, and community areas.

When building a project, and implementing activities, partners should therefore consider the results and outputs already achieved by the Programme, as well as in other CBC programmes or European schemes. The aim is to benefit from past experiences and to give continuity to the cooperation efforts in the targeted territories, which address common issues.

Applicants might also consider the KEEP database<sup>3</sup>, and more broadly the EU funded regional policy projects<sup>4</sup>.

#### **C.3 Project partnership**

Applicants are granted certain degree of flexibility to reconsider the proposed partnership, as outlined in their concept notes. Please, see **Error! Reference source not found.** of this Guide for further details.

While the level of involvement of partners may differ according to their role in the project and their organizational capacities, all partners should be meaningfully involved in the project and their expertise valorized as much as possible in the design of an effective work plan.

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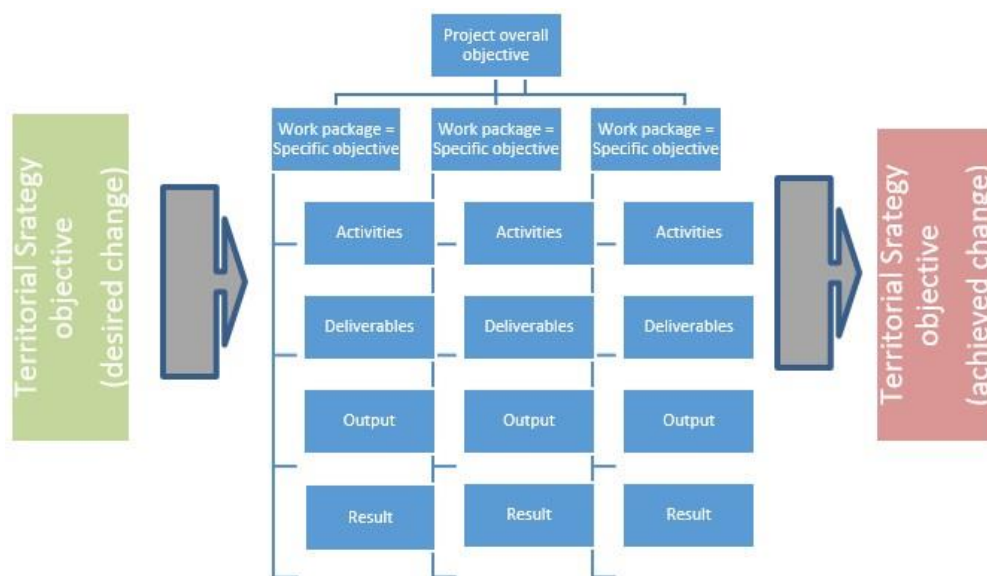
<sup>3</sup> [https://ec.europa.eu/regional\\_policy/en/projects/](https://ec.europa.eu/regional_policy/en/projects/)

<sup>4</sup> [https://ec.europa.eu/environment/gpp/index\\_en.htm](https://ec.europa.eu/environment/gpp/index_en.htm)

## **C.4. Project work plan**

### *C.4.1 Project intervention logic*

To prepare a good and coherent work plan, the project intervention logic must be considered. The following graphic visualizes the project's intervention logic and its connection to the Territorial Strategy.



In the above graphic, the keywords should be understood as follows:

- **Territorial Strategy objective** ⇨ thematic area which reflects the most relevant needs and potentials of the Strategy area;
- **Project overall objective** ⇨ what the proposal wants to change for the communities in this thematic area;
- **Project specific objective (work package)** ⇨ specific objectives detail *what* the project is trying to achieve during its lifespan, while the work plan (structured in packages) explains *how* it is going to do that. A work package is a group of related activities for which work is estimated, scheduled, monitored, and controlled. Work packages are not predefined by the Programme. Therefore, applicants are free to structure their work packages according to specific objectives of their projects. Normally, one specific objective is linked with one work package. Project management and communication activities are directly integrated in the work packages.
- **Project activities** ⇨ each work package is divided into activities to achieve its corresponding project specific objective. To keep consistency with the delivery of

limited outputs, please, limit the number of activities per work package. Each activity delivers one or more deliverables.

- **Project deliverables** ⇒ physical evidence of what has been produced through an activity. Deliverables are the documentation that capture the implementation of project activities. They can be reports, studies, action plans, digital tools, training modules, permits, tender dossier, etc. Deliverables contribute to project outputs. It is recommended to limit the number of project deliverables and design them as efficiently as possible.
- **Project outputs** ⇒ the direct products of the activities, which will contribute to the desired change. Outputs are defined on work package level. In terms of content, the project outputs closely align with the Programme outputs, both measured through identical output indicators. The values achieved from the different projects output indicators aggregate the total value of the respective programme output indicator. For specific examples of project output indicators, please refer to Attachment 4 'Programs' Indicators Fiches'. Project output/s directly contribute to the achievement of the project result/s. Not every work package must have one or several main outputs (in fact, a project may have only one main output). Outputs of the project remain in use by the partners and/or target groups after completion of the project.
- **Project results** ⇒ describe the achieved desired change the project partners aim to accomplish in their target territories by the end of the project. Project results are the societal benefit brought about by project implementation. The project result must be coherent with the project objective and quantifies the degree to which the objective will be achieved in the project timeframe.
- **Project budget** - project costs must align with the FPP work plan, ensuring that expenditures are explicitly linked to the planned activities, deliverables, and outputs

#### **IMPORTANT**

**We recall the very important horizontal principle that shape the implementation of the Programme. It is imperative that each supported intervention includes a component contributing to the protection of the environment and biodiversity or provides green and digital solutions. Thus, the green and digital policy becomes integral part of the integrated territorial development of the cross-border region.**



**👉 IMPORTANT**

**All outputs and results need to contribute to the Programme's output and result indicators that applicants have selected in their concept notes. The values of the indicators in the FPP should not be lower than those in the respective concept note.**

**👉 IMPORTANT**

**The applicants are encouraged to develop FPP in a way to avoid local actions that are vaguely linked through a common topic. Stand-alone activities or investments serving local aims cannot be part of a cross-border project and are not a good fit for this Programme. The emphasis is on fostering collaboration and addressing shared challenges in a cohesive and integrated manner.**

*C.4.2 List of investments*

Applicants need to list and describe in more details project investments that will be delivered within each work package.

**👉 IMPORTANT**

**It is important to emphasize that investment activities, such as building new or rehabilitating existing infrastructure, are eligible only when conducted exclusively on state-owned or municipal property.**

**In this regard, public authorities are mandated to uphold the Green Public Procurement (GPP) principle. GPP is defined as "*a process whereby public authorities seek to procure goods, services and works with a reduced environmental impact throughout their life cycle when compared to goods, services and works with the same primary function that would otherwise be procured*"<sup>5</sup>. Additionally, investment activities must comply with the New European Bauhaus<sup>6</sup> principle.**

**Furthermore, the investment activities must align entirely with the environmental mitigation measures and indicators provided in the Attachment 3 'Measures for monitoring and control of the environmental impact'). Project partners are mandated to integrate these measures and indicators into their FPP work plans.**

<sup>5</sup> [https://green-business.ec.europa.eu/green-public-procurement\\_en](https://green-business.ec.europa.eu/green-public-procurement_en)

<sup>6</sup> [https://europa.eu/new-european-bauhaus/index\\_en](https://europa.eu/new-european-bauhaus/index_en)

**Modifying the objective of the investment (such as scope, location, responsible partner/s) as outlined in the concept note (please, refer to section 1.1. Eligibility and content elements of the concept note that cannot be changed in the full project proposal) is not allowed, as it alters the essence of the project idea and affects its assessment outcomes.**

In the context of Interreg programmes, 'investment' is anticipated to produce tangible and measurable outcomes, fostering positive changes within the targeted sectors or regions. This involves **investments in equipment** (defined as 'supply' within the framework of the current Call) and/or **investments in infrastructure** (defined as 'works' within the framework of the current Call).

**📌 IMPORTANT**

**Ensure that your FPP includes a mandatory investment component, comprising either works only or a combination of works and supply, constituting no less than 60% of the total project eligible costs.**

The investment description in your FPP should encompass a title, expected delivery period, justification (explaining the need for the investment, its cross-border relevance, who is benefiting from that investment and in what way), location of the physical investment, and investment documentation (including all technical requirements and permissions required according to respective national legislation).

Furthermore, applicants need to identify and describe in their FPP risks associated with the investment and suggest risks mitigation measures.

Additional detailed information regarding the documents that justify and support the investments in the FPP is provided below (see section **1.2.4 Additional documents supporting the full project proposals**).

#### *C.4.3 Communication objectives and target audience*

Communication is an integral part of every Interreg project and a key element for a project to achieve its objectives and changes in a target audience's awareness and behaviour. Please note that there is no specific communication work package in the Application Form. Communication activities and objectives must therefore be directly integrated in the work packages precisely to allow the communication strategy to be fully embedded in the project overall strategy.

Given the importance of communication, project partners are required to describe their communication approach in the FPP (Section C.7 of the Application Form). Applicants are strongly encouraged to reconsider their communication approaches and embrace a

more open and modern mindset by leveraging the abundant digital opportunities available in the present era. It is advisable to relinquish outdated communication practices generating digital content for the project and amplifying its territorial and social visibility. Develop a communication strategy that empowers project partners to craft a compelling story showcasing European cooperation through their project. For inspiration, applicants may consider referring to the following resources:

<https://www.interact-eu.net/communication-and-visibility/communication/harmonised-branding>

### **C.5 Project results**

In this section, applicants are required to articulate the anticipated changes that their projects are expected to bring about. These changes should be directly linked with the program results indicators previously selected in the concept note. The quantification and justification of the results indicators must be elaborated further in the FPP.

### **C.6 Project time plan**

The overview table is automatically generated from thematic work packages. It displays activities (length), deliverables (delivery period), outputs (delivery period) and results (delivery period). The time plan shows only periods, not months. The length of the periods is 3 months.

#### **IMPORTANT**

**Plan the deliverables regularly during the implementation period, do not cluster all of them in the final period.**

### **C.7 Project management**

In addition to the activities outlined in the work plan, applicants are required to incorporate adequate provisions for project management, coordination, and internal communication. While the standardized and repetitive nature of management and coordination activities may not be explicitly indicated in the project work plan, project partners are expected to accurately plan and budget for them.

Applicants should describe how project management at both strategic and operational levels will be executed, including the establishment of management structures, delineation of responsibilities and procedures, as well as risk management strategies. Additionally, provide an explanation of how internal communication within the partnership will be organised.

Furthermore, explain how the quality of deliverables and outputs will be monitored and ensured, and indicate the responsible partner(s). If you plan to conduct any type of

project evaluation, please describe its purpose and scope as well.

Applicants must detail how the project's communication objectives, as outlined in the work plan, contribute to achieving the project's main result(s). Emphasize the importance of communication, outline common tactics, channels, and tools to engage target audiences, and elucidate how the project communication coordinator will ensure the involvement and contribution of all project partners to communication efforts.

### *Cooperation criteria*

According to the [Interreg regulation](#) (Article 23) "partners shall cooperate in the development and implementation of Interreg operations, as well as in the staffing or financing, or both, thereof." Project partners from the two participating countries have to cooperate mandatory in at least both **joint development** and **joint implementation** and, additionally, one or both of the other two cooperation criteria: **joint financing** and/or **joint staffing** (as described below):

#### ➤ **Joint Development:**

- FPP development requires close cooperation with all project partners.
- Applicants must describe this collaborative effort in the AF.

#### ➤ **Joint Implementation:**

- All project partners actively participate in implementing the project, with clearly defined tasks and functions outlined in the AF and Partnership agreement.
- Activities must be interconnected, not merely running in parallel, and there should be regular contact between partners on both sides of the border.

#### ➤ **Joint Staffing:**

- A dedicated project team is appointed for the project.
- Team members should not have duplicate functions on either side of the border.
- Contingency measures should be planned to ensure project work continuity in case of team member absence.
- Mutual coordination and constant exchange of information among team members are crucial for successful project implementation.

#### ➤ **Joint Financing:**

- Only one contract per project is established.
- A single joint project budget is created, allocating funds based on the

activities carried out by each partner.

- A unified project bank account for the EU contribution is held by the Lead partner.
- Payments from the MA are made to this account.
- The Lead partner administers and distributes funds among project partners, with all payment commitments outlined in the Partnership agreement.

### *Horizontal principles*

Horizontal principles, as outlined in Regulation (EU) No 2021/1060, are core values of importance that cut across and have relevance to all areas of the work of EU funded projects, thus reinforcing the integrity of the EU. The FPP must explicitly address these principles, supported by relevant explanation. There are three key horizontal principles:

**(1) Sustainable Development:** Aligned with the UN's Sustainable Development Goals<sup>7</sup>, the Paris Agreement and the DNSH<sup>8</sup> principle. The environmental and social dimension of sustainability should be integral to every project activity, from conception to closure. Partners are required to assess potential harmful effects on the environment, climate, or citizens' well-being, and actively promote contributions to nature-based solutions, climate mitigation, neutrality, and social solidarity (please, fill in Annex 6 for DNSH).

Another important horizontal principle of the programme is the New European Bauhaus (NEB) principle, which is highly relevant and appropriate for projects envisaging infrastructural activities. NEB is an initiative that promotes a new lifestyle where sustainability matches style, thus accelerating the green transition in various sectors of the economy such as construction as well as other areas of our daily life. The aim is to provide all citizens with access to goods that are circular and less carbon-intensive, that support the regeneration of nature and protect biodiversity.

Three core inseparable values guide the New European Bauhaus:

- sustainability, from climate goals, to circularity, zero pollution, and biodiversity,
- aesthetics, quality of experience and style, beyond functionality,
- inclusion, valorising diversity, equality for all, accessibility and affordability

Applicants need to become familiar with the NEB and ensure its application in all relevant project activities. For information, please visit [https://europa.eu/new-european-bauhaus/index\\_en](https://europa.eu/new-european-bauhaus/index_en)

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<sup>7</sup> <https://sdgs.un.org/goals>

<sup>8</sup> EU Taxonomy Regulation, <https://eu-taxonomy.info/info/eu-taxonomy-overview> and <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX%3A52021XC0218%2801%29&from=EN>

**(2) Equal Opportunities and Non-Discrimination:** Ensuring fairness and non-discrimination<sup>9</sup> in all project aspects.

**(3) Equality between Men and Women:** Promoting gender equality. Projects can consult the ERNACT publication 'Women in European Cooperation projects'<sup>10</sup> which contains recommendations on actions that project leaders, programme management and organisations involved in EU projects can take to improve the experience of women working in this field.

Applicants must define the impact of the project on each of these principles by choosing 'neutral', 'negative effects' or 'positive effects'. Projects are not expected to have a negative effect on any of the principles. If there are some specific measures planned to make a positive contribution, then 'positive impact' must be chosen, and an explanation provided. An explanation must also be provided when a contribution is indicated to be 'neutral' or 'negative'.

Please note that paying attention to the issues in general, or following the existing rules and regulations is considered 'neutral', and a positive impact would be realised only by developing and implementing things beyond the current standard procedures.

### ***C.8 Long-term plans***

The programme aims to support projects that have a long-lasting effect on the cross-border region and its communities. After the closure of the project, certain requirements regarding ownership and durability of investments must be fulfilled, and specific rules<sup>11</sup> apply for partners declaring costs related to productive investments and investments in infrastructure. Thus, according to Article 65, p.1 of the Regulation (EU) 2021/1060 within five years of the final payment to project partners it must not make:

- a) a cessation or transfer of a productive activity outside the NUTS level 2 region in which it received support;
- 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 the investment's nature, objectives or implementation conditions which would result in undermining its original objectives.

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<sup>9</sup> EU Charter of Fundamental Rights, <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex:12012P/TXT>

<sup>10</sup> <https://www.ernact.eu/DocumentDetail.aspx?AttId=8228>

<sup>11</sup> EU Regulation 2021/1060 - Article 65 Durability of operations

## **IMPORTANT**

**In the event of non-compliance with this rule, the Programme Authorities will request reimbursement of the grant in proportion to the period of non-compliance<sup>12</sup>. Partners are required to inform the Programme Authorities of any non-compliance with this rule.**

In more practical terms, the projects' lasting impact is viewed through three perspectives:

### *C.8.1 Ownership*

Applicants are encouraged to describe who will ensure the financial and institutional support for the outputs/deliverables developed by the project after the project has ended. Additionally, explain how these outputs/deliverables will be integrated in the work of the partner institutions.

### *C.8.2 Durability*

The long-term durability of project outputs and results is of great importance for the programme. All projects are expected to plan and implement activities that will ensure the replication and roll-out of their outputs and results. Activities to ensure long-term effects must be inherently tied in with other project activities. In this section of the AF applicants need to describe the concrete measures (including institutional structures, financial resources, etc.) who will take during and after project implementation to ensure and/or strengthen the durability of the project outputs and results, including possible continuation of activities.

### *C.8.3 Transferability*

All outputs and deliverables of supported projects must be transferable, replicable and adaptable within the Programme cooperation area enabling their use by other target groups or in different territories. The availability of raw data is fundamental, and the format of all productions should maximize their potential for reuse. An open data approach must be considered when compiling or delivering information.

Applicants are required to outline their actions to ensure that relevant groups are informed about the projects' outputs/deliverables and have the capability to utilize them.

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<sup>12</sup> This rule does not apply to a project partner, which undergoes cessation of a productive activity due to a non-fraudulent bankruptcy.

## 1.2.4 Additional documents supporting the full project proposals

### **IMPORTANT**

**As a general rule – all documents must be submitted in English. In cases where a document is translated into English from the original language, the true original copy should also be presented.**

### **IMPORTANT**

**Valid electronic signatures are acceptable if accompanied by the respective signature certificate. The electronic signatures must pertain to the legal representative of the project partner, ensuring they are not attributed to an individual without legal affiliations with the project partner.**

The following annexes, which indicate the responsible party for completion and signature within brackets, are integral parts of the Guide:

#### **Annexes for mandatory completion and submission:**

Annex 1 – Project Partnership Agreement

Annex 2 – Project Partner Declaration (all project partners)

Annex 3 - Partnership and Co-Financing Statement (all project partners)

Annex 4 - Declaration of e-mail address of the Lead Partner (only the Lead partner)

Annex 5 – State Aid Declaration (all project partners)

Annex 6 - Statement of Capacity and Compliance with the Principles for Investment (all partners foreseeing investments - works and/or supply)

Annex 7 – Climate proofing assessment (all partners foreseeing investments)

Annex 8 – Justification for expenditures planned as a total amount under Budget category 4 (all project partners with envisaged expenditures in BC4)

#### **Attachments for information and consideration:**

Attachment 1 – Template of the application form

Attachment 2 – Draft Subsidy Contract (for information only)

Attachment 3 – Measures for monitoring and control of the environmental impact. Project partners are mandated to integrate these measures and indicators into their FPPs.

Attachment 4 – Programme’s indicators fiches



Attachment 5 – Complaint procedure

Attachment 6 – FactSheet: De minimis support

**Additional documents on the basis of which eligibility screening of the FPP is carried out:**

**A1. Document indicating the legal status (for Serbian partners only)**

Documentary and other evidence on the most recent legal status for new partners from Serbia only in case when the information in the official State register is not available. The documents should be issued not later than 6 months prior to the submission of the FPP. In cases where the applicable document does not show the legal representative of the organization, an additional document (such as the act of appointment/nomination, order, decision, etc.) must be provided, clearly indicating the name of the person with representative authority. The document detailing the recent legal status should include information on the organization's date of establishment, place of establishment (registration), and the scope of territorial competence if applicable. If the issued document does not sufficiently justify all the mentioned circumstances, supplementary documents such as the act of establishment or certificates from superior authorities (Ministries, Agencies, Regional Administration, and Inspectorates) may be provided.

**A2. Decision/Letter of Acknowledgement/Letter of Support of the Managing body/Municipal Council/Board of Directors of each project partner**

The required document type depends on the legal status of the project partner. Regardless, this document should indicate the consent of the decision-making body of each partner to execute the proposed project and ensure sustainability for the project results for a period of five years following the completion of the implementation phase.

When local governments act as project partners, this document should be issued by the respective Municipal Council.

If the official representative of the project partner also holds decision-making authority within the organization, this document must be signed by another authorized representative from the same organization.

The Bulgarian partners that are second-level budget administrators should present a Letter of Support for implementation of the project issued by the respective first level administrator. The letter should clearly state the support of the first level administrator for project development, implementation and ensuring the sustainability of the project results for five years after completion of the implementation period.

## **A2.1. Legalized mandates of delegation from the legal representatives of partners**

Legalized mandates of delegation from the legal representatives of partners are required (if applicable), particularly when the application form, annexed declarations, or project partnership agreement are not signed by the legal representatives of the Lead Partner or project partners. If the signatures are from a deputy by rights, the document certifying the substitution by rights must be presented along with the act of nomination for the person holding the deputy position. When granting a mandate of delegation, the legal representative must present evidence that their rights for delegation are unrestricted.

## **A3. Justification for the proposed budget changes or changes in indicators value from Concept note to FPP in a free written format (if applicable)**

- ***Budget change:*** The document should be presented by each project partner, which find the need to modify certain budget costs from their original values in the concept note to the FPP. In this case, applicants should justify any proposed budget changes in a free written format. This justification should be included as part of the FPP submission package.
- ***Changes in indicators value:*** The values of the indicators in the FPP should not be lower than those in the respective concept note.

**A4. Justification for expenditures** planned as a total amount under Budget category 4. Each project partner should provide justification for calculation of the amount in English, signed by the legal representative or the authorized person (Annex A5). This justification should contain at least:

- detailed description of the proposed activity;
- calculation of the envisaged experts' input, including number and type of experts needed, days/months of involvement and remuneration unit rate;
- detailed description of the expected outcomes from the activity, including information about any printed materials (type, number of copies, number of pages) and calculation of the price;
- any other additional information the applicant may find appropriate for justification of the proposed cost.

## **A5. Documents verifying the legality and the programme eligibility of the proposed project investments (see section C.6.2 List of investments)**

### **A5.1 Ownership act or equivalent**

**A.5.1.1** Submission of the ownership act, certificate, or legal document for municipal or state-owned property, in accordance with national legislation, is required for tangible assets intended for works activities. The provided document should demonstrate that the project partner responsible for implementing the investment activities is the rightful owner or possessor of the acquired management rights for the respective property. The legal authority to manage the property must be in force for a duration that aligns with or exceeds the specified 5-year durability period, specified in Article 65 of the CPR Regulation, following the project's completion.

**A.5.1.2** If the project involves acquiring supplies that require permanent installation, such as immovable equipment items like outdoor equipment, kiosks, or permanent video walls, it is imperative to provide a decision for the use of the property, specifying the location of the installation, issued by the relevant institution. Additionally, an ownership act for municipal or state-owned property must be provided.

**A.5.1.3** In cases where the investment activities require passing through private territories, a Consent of the owners of the private properties, issued in the original language and translated into English – original or officially certified copy (notary certified for Bulgarian partners and notary certified/certified by the responsible administrative body for Serbian partners), should be submitted. The validity period of the Consent must align with the 5-year durability period specified in Article 65 of the CPR Regulation, following the project's completion. Additionally, an Ownership Act issued in the original language and translated into English – original or officially certified copy (notary certified for Bulgarian partners and notary certified/certified by the responsible administrative body for Serbian partners) and excerpts from the cadastral map should be provided by the project partner.

**It is important to highlight, that these investment activities are only allowed when components of technical infrastructure supporting the construction of new or rehabilitating existing core infrastructure traverse private properties. This circumstance must be evident from the approved works documentation (Working design and Building permit).**

## **A5.2 Permits**

- In the case of investment activities within **territories or sites with special status** (such as national parks, environmental and architectural reserves, cultural monuments, protected areas, areas included in Nature 2000, etc.), relevant

documentation (permits, approvals, certificates, statements, etc.) required by the respective national applicable law should also be provided.

- Copy of letter issued by the relevant body clearly stating that the project proposal is eligible according to the current River Basin Management Plans and Flood risk management plans (**only for Bulgarian partners**).
- Applicants must submit a copy of a letter issued by the relevant competent body clearly stating that an **Environmental Impact Assessment (EIA)** for the project investment is not necessary. Alternatively, if the competent authority confirms the need for an EIA, a copy of a positive EIA is required.
- If deemed necessary by the competent body, Bulgarian partners should also submit an **explanatory note detailing the envisaged prevention measures** for avoiding pollution of water bodies in emergency situations.
- Any additional permits necessary for commencing the actual works or installing permanent equipment, as mandated by the respective national law.
- **Building permit:**

### ***For Bulgarian partners***

**Building permit** validated as 'entered into force' and issued not later than two years prior to FPP submission is required for works that necessitate a building permit.

Alternatively, for works exempted from the need for a building permit according to national legislation, applicants should provide a document issued by the competent authority declaring that the envisaged construction/repair works do not require the issuance of a building permit. The investment activities which do not require the issuance of a building permit are defined in Article 151 (1) of the Bulgarian Spatial Development Act.

### ***For Serbian partners***

**For Serbian partners** the **Building Permit** means Building permit, as stipulated in Article 133 of the relevant law or the Decision on Approval for the Execution of Works, as per Article 145. Both documents should be valid and entered in force, on the day of submission of the FPP, in accordance to the Law on Planning and Construction of the Republic.

The investment activities which do not require issuing of the permits/ decision in accordance with the Law on Planning and Construction, defined with the Article 144-146 and the Article 201 and specified with the Rulebook - on the special type of facilities and

the special type of work for which it is not necessary to obtain an act from the competent authority, as well as the types of facilities that are built, or the type of work that is performed, on the basis of the decision on approval for the performance of work, as well as the scope, content and control of the technical documentation which is attached to the request and the procedure carried out by the competent authority. **For this kind of works, the applicants should provide a document issued by the competent authority declaring that the envisaged construction/repair works do not require the issuance of permits.**

### ***For all project partners***

**The Building Permits** can be provided after the FPP submission, but no later than the end of the screening process, which is 90 calendar days from the start of the screening procedure. Positively screened valid building permit is a precondition for contracting.

### **👉 IMPORTANT**

**Although not legally required, applicants are obligated to submit explanatory notes of each of the working design parts, technical (or working design stage drawings) drawings and a detailed bill of quantities for the proposed project investments. The bill of quantities should be presented in a breakdown format, either per investment site or per section of the working designs, accompanied by calculations for the unit prices of the construction/repair works.**

## **A5.3 Approved Detailed Works Design (Работен проект, Projekat za građevinsku dozvolu - PGD)**

An approved Detailed Works Design, required by the relevant national legislation, must be provided. The documentation should include at least the Explanatory Notes of each of the works design parts, a detailed Bill of quantities, technical or working design stage drawings, and any other documents regarding the investment project designs that the applicant believes might contribute to a better assessment. English translation should be provided at least of the Explanatory Notes of each of the works designs parts (if applicable), Bill of Quantities, Cover sheets of technical drawings (where applicable) and any other documents related to the works designs that the applicant thinks might contribute to better assessment.

### ***For Bulgarian partners***

The works design (in the means of Chapter 8, section 1 from Bulgarian Spatial Law) should be elaborated according to Ordinance 4/21.05.2001 for the volume and the

content of investment projects. The works design should be approved by the relevant authority, which should be certified with the seal of the authority placed on the investment project designs.

For Bulgarian partners the authority responsible for the approval of the investment project designs is defined in article 145 (1) from Bulgarian Spatial Law.

### ***For Serbian partners***

The "Project for Building Permit" (Projekat za građevinsku dozvolu - PGD) is developed in compliance with the current Law on Planning and Construction of the Republic of Serbia, as outlined in Article 118a and the corresponding Rulebook- Rulebook on the content, method and procedure of creation and method of performing the control of technical documentation according to the class and purpose of the facilities. This project outlines the necessary documentation and procedures required for obtaining a **Building permit**, as stipulated in Article 133 of the aforementioned law.

In cases where works are executed based on the **Decision on Approval for the Execution of Works**, as per Article 145, the "Preliminary Design" (Idejni projekat - IDP) is prepared. This design follows the guidelines set forth in the Law on Planning and Construction of the Republic of Serbia, specifically Article 118, and is governed by the relevant Rulebook dictating the content, method, and procedure for creating and controlling technical documentation based on the class and purpose of the facilities.

### ***For all project partners***

**In case of investment activities which according to national legislation do not require elaboration and approval of works designs, the applicants are obligated to submit a works design which includes at least:**

- Explanatory note, describing the envisaged construction/repair works;
- Scheme/ plan of the object/s /drawings of the planned intervention;
- Bill of quantity (as described below).

Applicants may submit any other documents related to the works interventions that are considered contributing to better assessment.

The explanatory note and the works designs drawings must be elaborated by a certified according to national legislation designer and signed by the legal representative of the respective project partner. English translation should be provided at least of the Explanatory Note, the Bill of Quantities, Cover sheets of technical drawings and any other documents related to the works designs that the applicant thinks might contribute

to better assessment.

### ***For Bulgarian partners***

The investment activities which do not require approval of working designs are defined in Article 147 (1) of the Bulgarian Spatial Development Act.

### ***For all project partners***

The detailed Bill of quantities should be presented in the form of a table in excel, indicating at least the type of construction works (water and sewage, mechanical, electrical, architectural, etc), unit, estimated quantity, unit price, amount of the type of construction works, and the total amount of the Bill of quantities. Where possible, the Bill of quantities should be supported with a breakdown per investment site or per parts of the works designs. Calculations for the unit prices of the types of construction/repair works may also be presented. **Applicants will also need to specify if VAT is included in the Bill of quantities or not.**

The Bill of quantities may be presented in the local currency of the project partner. In this case, the table of the Bill of quantities should mandatorily include a column with the unit price in EUR for each type of construction/repair work and a column for the amount in EUR of that type of construction/repair work. **The Serbian partners should convert the local currency into EUR using the monthly exchange rate of the European Commission ([info Euro website](#)) for the month of the submission of the project proposal.**

Additionally, the Bill of quantities should be stamped and signed by the certified designers of the relevant parts of the working investment designs. Bills of quantities are presented by the applicant as scanned originals in PDF file format and English translation signed by the respective partner as a true copy, and also in an editable EXCEL file format.

### ***For Serbian partners***

The investment activities which do not require issuing of the permits/ decision in accordance with the Law on Planning and Construction, defined with the Article 144-146 and the Article 201 and specified with the Rulebook - on the special type of facilities and the special type of work for which it is not necessary to obtain an act from the competent authority, as well as the types of facilities that are built, or the type of work that is performed, on the basis of the decision on approval for the performance of work, as well as the scope, content and control of the technical documentation which is attached to the request and the procedure carried out by the competent authority.

**👉 IMPORTANT**

**Other supporting documents, where deemed necessary (e.g. justification of project costs), may be requested at any time during the screening process.**

#### **A5.4 Supply of equipment**

- Each project partner intending to supply equipment is required to submit a technical specification for the supplies, including their estimated value in EUR (The Serbian partners should convert the local currency into EUR as described above). The detailed specification should be sufficiently clear for the identification of the desired deliverables.
- Detailed plans/schemes for positioning the delivered equipment, both outdoors in public spaces and indoors, must be submitted. These plans/schemes should be approved by the competent authority in accordance with national legislation, where applicable.
- A valid permit for installation, whose validity period is not expired at the time of FPP submission as per national legislation, is required. Alternatively, a statement from the competent authority confirming that the intended installation does not necessitate a permit must be provided.
- Market analysis for the planned supply is required. The Lead or project partner is required to present soliciting offers (along with website references, where available) from at least three independent providers. These offers should be comparable in terms of requested technical characteristics, and as such, they must be accompanied by a uniform request for offer. For Bulgarian partners, if deemed feasible alternative of the three offers, a minimum of three extracts from national/EU public procurements systems of a similar supply with identical technical specifications could be provided. Expenditures included in the project budget derived from the market analysis should reflect an average of the price offers received/extracts. In order to overcome the impact of future inflation and price instability, the expenditures included in the budget based on the above market analysis could be increased with the average rate of the national inflation of the last 3 years before the application submission, but not more than 10%.

When there is a requirement to procure highly specialized equipment from a limited pool of suppliers, and conducting market research for the equipment cost is not feasible, historical data for concluded contracts from previous similar supplies must be provided by applicants. This data serves to verify that the budgeted equipment costs are reasonable.



For more information, please, refer to sub-section '***The budget template and types of costs***', and more specifically 'BC 6 Equipment costs'.

**📌 IMPORTANT**

**The submission of a valid permit for installation (described in A5.4) and/or building (described in A5.3) at the application stage is optional. They can be provided after FPP submission but no later than the end of the screening process, which is 90 calendar days from the start of the screening procedure. Positively screened valid permits are a precondition for contracting.**

## **2 Part B - Submission and screening process of full project proposals**

### **2.1. Submission of Full Project Proposals in JEMS**

The submission process for FPP and all accompanying documents, both mandatory and optional as outlined in section 1.2.4 (Additional documents supporting the full project proposals), occurs through JEMS. Applicants are required to transfer their concept notes to the FPP application form in their JEMS accounts, created during the application with project ideas. The deadline for submission is **16 September 2024, 17:00 EEST**.

All sections of the application form must be completed, and it is the applicant's responsibility to ensure compliance.

**📌 IMPORTANT**

**Detailed instructions for completing and submitting the entire package of the FPP can be found here <https://jems.interact-eu.net/manual/>.**

Furthermore, all annexes and attachments attached to the AF must be submitted in English. In cases where a document is translated into English from the original language, the true original copy should also be provided. Translated versions take precedence and are the ones considered for assessment or review of the entire FPP. The attached documents may be scanned signed versions or electronically signed (acknowledged only if accompanied by the respective signature certificate and the e-signature pertains to the legal representative of the project partner).

### **Applicants should attach in JEMS:**

- ✓ Annex 1 – Project Partnership Agreement;
- ✓ Annex 2 – Project Partner Declaration (all project partners)
- ✓ Annex 3 - Partnership and Co-Financing Statement (all project partners)
- ✓ Annex 4 – Declaration of e-mail address of the Lead Partner (only the Lead partner)
- ✓ Annex 5 – State Aide Declaration (all project partners)
- ✓ Annex 6 – Statement of Capacity and Compliance with the Principles for Investment (all partners foreseeing investments - works and/or supply)
- ✓ Annex 7 – Climate proofing assessment (partners foreseeing investments)
- ✓ Annex 8 - Justification for expenditures planned as a total amount under Budget category 4 (all project partners with envisaged expenditures in BC4)
- ✓ Any supporting documents, enabling the eligibility screening and the contracting conditions process. The list of these attachments is presented in sub-section **Additional documents on the basis of which eligibility screening of the FPP is carried out** in section 1.2.4 Additional documents supporting the full project proposals.

#### **IMPORTANT**

**Applicants should be aware that automatic pre-submission checks in JEMS do not guarantee that a submitted application form is complete and declared eligible. The lead partner remains responsible for checking that all eligibility criteria are met before final submission.**

## **2.2. Screening process of full project proposals**

The screening of FPP is an integral part of the identification process of project proposals that most contribute to the achievement of the objectives of the Territorial Strategy. This process commences after the start of the screening procedure and concludes no later than 90 calendar days from its inception. Its primary objective is to ascertain the eligibility of submitted FPPs for contracting. For a FPP to proceed to contract approval, it must successfully meet all eligibility and contracting criteria, as detailed in this Guide.

## **IMPORTANT**

**FPPs that do not meet eligibility and contracting conditions will not be excluded from the contracting process! Instead, they will proceed to the contracting stage once all criteria are fulfilled within the 90-day period of the screening process,** provided there is still available budget. If an applicant continues to be incapable of meeting all contracting criteria within the 90-day screening period, it will be replaced by the next applicant from the ranking list.

The entire screening is a 'yes or no' process without assigning scores to FPP. Therefore, it is important for the applicants to know that once they have been included in the list of identified PO5 project ideas, their project proposals will not undergo additional assessment. The primary aim of the screening is to verify programme compliance and identify FPPs capable of initiating their project investments promptly upon contracting.

The screening process involves three key actions as described below. It is the main process that guides the applicants to the contracting stage.

FPPs are screened against eligibility criteria to ascertain their formal readiness for contracting. There is a project content screening, which examines strategic and operational aspects, aimed at verifying that the proposal's content demonstrates a strong intervention logic and aligns with programme specifics and targets. And lastly, members of the screening working groups will conduct on-the-spot visits to the investment sites the FPP and, if deemed necessary, undertake optional project budget optimization.

The purpose of conducting **on-the-spot visits** to all project investment sites is to verify the stated circumstances as provided by the respective project partners regarding the envisaged investments.

**Budget review and optimization** may occur if the proposed project costs are deemed ineligible, not fully aligned with the project content, not conducive to achieving project objectives and programme indicators/targets or not justified in terms of volume and prices. This review and optimization will be carried out by the Screening Working Group.

To maintain consistency with the concept note stage, the majority of screening criteria mirror those used in the eligibility checks carried out under stage 1. However, these criteria are slightly expanded to encompass more detailed and/or new aspects introduced in the FPP.

## 2.2.1 Administrative and Eligibility screening

№	ADMINISTRATIVE CONDITIONS	YES	NO	Not applicable	Comments
1	Documents in original language are accompanied with their English translation. In this case, the true original copy is also presented.				
2	If the provided documents are signed with e-signature, it must pertain to the legal representative of the respective project partner, ensuring that the e-signature is not attributed to an individual without legal affiliations with the project partner. The e-signature is accompanied by the respective signature certificate.				
3	All sections of the full application are filled out in English				
4	All mandatory annexes (Annex 1 – Project Partnership Agreement; Annex 2 – Project Partner Declaration; Annex 3 – Partnership and co-financing statement; Annex 4 - Declaration of e-mail address of the Lead Partner; Annex 5 – State Aide Declaration; Annex 6 - Statement of Capacity and Compliance with the Principles for Investment; Annex 7 – Climate proofing assessment) are submitted and signed; Annex 8 – Justification for expenditures planned as a total amount under Budget category 4 (all project partners with envisaged expenditures in BC4))				
5	In case when the information in the official State register is not available a documentary and other evidence on the most recent legal status for <b>new partners from Serbia</b> are presented and it contains all the attributes described in p. 1.2.4 (Additional documents A1)				
6	Decision/Letter of Acknowledgement/Letter of Support of the Managing Authority/Municipal				

	<p>Council/Board of Directors of each project partner regarding the project development, implementation and ensuring the sustainability of the project results for five years after completion of the implementation period is provided.</p> <p>For the Bulgarian partners that are second-level budget administrators: letter of Support for implementation of the project, issued by the respective first level administrator is provided. (Additional documents A2)</p>				
7	<p>Legalized mandates of delegation from the legal representatives of partners is provided (if applicable). (Additional documents A2.1)</p>				
8	<p>Justification for the proposed budget changes from Concept note to FPP in a free written format (if applicable) is presented.</p> <p>Justification for the proposed changes in indicators value (if applicable) is presented. (Additional documents A3)</p>				
9	<p>Justification for expenditures planned as a total amount under Budget category 4 (Additional documents A4)</p>				
	<b><i>Investment documents</i></b>				
10	<p>Ownership act or its legal equivalent validating the municipal or state-owned status of tangible assets designated for works activities. This documentation encompasses excerpts from the cadastral map and cadastral registers of the property. If the project involves acquiring supplies that require permanent installation a decision for the use of the property, specifying the location of the installation and the durability period of 5 years after project's completion is provided. These document/s are issued by the relevant institution. Additionally, an ownership act for municipal or state-owned property must be</p>				

	<p>provided. (Additional documents A5.1.1 and A.5.1.2)</p>				
11	<p>In cases where the investment activities require passing through private territories, a Consent of the owners of the private properties, issued in the original language and translated into English – original or officially certified copy (notary certified for Bulgarian partners and notary certified/certified by the responsible administrative body for Serbian partners), is submitted. The validity period of the Consent must align with the 5-year durability period. Additionally, an Ownership Act issued in the original language and translated into English – original or officially certified copy (notary certified for Bulgarian partners and notary certified/certified by the responsible administrative body for Serbian partners) and excerpts from the cadastral map are provided by the project partner. (Additional documents A5.1.3)</p>				
12	<p>In case of investment activities within territories/objects with special status (National parks, environmental and architectural reserves, cultural monuments, protected areas, areas included in Nature 2000 etc.) relevant documentation (permits, approvals, certificates, statements, etc.) required by the respective national applicable law is/are presented. (Additional documents A5.2)</p>				
13	<p>Copy of letter issued by the relevant body clearly stating that Environmental Impact Assessment is not necessary. <b>OR</b> Copy of positive Environmental Impact Assessment (positive opinion from the relevant</p>				

	<p>body), required by the national legislation is presented. (Additional documents A5.2)</p>				
14	<p><b>For Bulgarian project partners only</b> Copy of letter issued by the relevant body clearly stating that the project proposal is eligible according to the current River Basin Management Plans and Flood risk management plans. (Additional documents A5.2)</p>				
15	<p>Explanatory note for the envisaged prevention measures for avoiding pollution of water bodies in emergency situations by respective organization is presented – if applicable. (Additional documents A5.2)</p>				
16	<p><b>In case of works activities requiring approval of works designs:</b></p> <ul style="list-style-type: none"> <li>- Works designs in works design phase (Работен проект, Projekat za građevinsku dozvolu - PGD or Idejni projekat-IDP) is submitted, regardless of whether a building permit is legally required or not.</li> <li>- The documentation includes explanatory notes of each of the works designs parts, technical or working design stage drawings.</li> <li>- English translation is provided at least of the explanatory notes of each of the works designs parts and the cover sheets of technical drawings.</li> <li>- The works designs are approved by the relevant authority that is certified with the seal of the authority placed on the investment project designs.</li> </ul> <p><b>OR</b></p> <p><b>In case of works activities that do not require approval of works designs:</b></p>				

	<ul style="list-style-type: none"> <li>- Explanatory note, describing the envisaged construction/repair works is presented.</li> <li>- Scheme and/or plan of the object/s, technical or working design stage drawings, illustrating planned interventions is presented.</li> <li>- The explanatory note and the works designs drawings are elaborated by a certified according to national legislation designer and signed by the legal representative of the respective project partner.</li> </ul> <p>(Additional documents A5.3)</p>				
17	<p><b>Detailed Bill of quantities for each project works investment is presented.</b></p> <p>The Bill of quantities is stamped and signed by the certified designers of the relevant parts of the working investment designs.</p> <p>The Bill of quantities is presented as scanned originals in PDF file format and English translation signed by the respective partner as a true copy, and also in an editable EXCEL file format.</p> <p>The Bill of quantities indicates at least the type of construction works, unit, estimated quantity, unit price, amount of the type of construction works, and the total amount of the Bill of quantities.</p> <p>The Bill of quantities includes a detailed breakdown per type of construction works, per investment site or per parts of the works designs where applicable.</p> <p>It is specified if VAT is included in the Bill of quantities or not.</p> <p>In case the Bill of quantities is presented in local currency of the project partner - the Bill of quantities includes a column with the unit price in EUR for each type of construction/repair work and a column for the amount in EUR of that type of construction/repair works.</p>				



	<p><b>For Serbian partners:</b> the local currency is converted into EUR using the monthly exchange rate of the European Commission (info Euro website) for the month of the submission of the project proposal.</p> <p>(Additional documents A5.3)</p>				
18	<p><b>Building permit</b></p> <p><b>For Bulgarian partners</b></p> <p>Building permit validated as 'entered into force' and issued not later than two years prior to FPP submission for working investment designs, that necessitate such, is provided.</p> <p><b>For Serbian partners</b> the Building Permit means Building permit (Građevinska dozvola), as stipulated in Article 133 of the relevant Law or the Decision on Approval for the Execution of Works (Rešenje o odobrenju za izvođenje radova), as per Article 145. Both documents should be valid and entered in force, on the day of submission of the FPP, in accordance to the Law on Planning and Construction of the Republic.</p> <p><b>OR</b></p> <p>A document issued by the competent authority declaring that the envisaged construction/repair works do not require the issuance of a building permit is provided.</p> <p>(Additional documents A5.3)</p>				
19	<p>The FPP envisages supply and the relevant project partners have provided technical specification for the supplies. The detailed specifications are sufficiently clear for the identification of the desired deliverables.</p> <p><u>In case of supplies that need to be permanently installed:</u></p> <p>A detailed plans/schemes for positioning the</p>				

	<p>delivered equipment, both outdoors in public spaces and indoors, are also submitted. These plans/schemes are approved by the competent authority in accordance with the national legislation.</p> <p><b>OR</b></p> <p>The FPP does not envisage the supply of equipment that requires indoor or outdoor installation in compliance with national legislation regulations.</p> <p>(Additional documents A5.4)</p>				
20	<p>A valid permit for installation of the purchased equipment, issued not later than two years prior to FPP submission, as applicable according to national legislation, is provided.</p> <p><b>OR</b></p> <p>A statement by the competent authority, declaring that the envisaged permit for installation is not required, is provided.</p> <p>(Additional documents A5.4)</p>				
21	<p>Market analysis for the supply costs is provided. The analysis complies with the requirements outlined in p. A5.4 Supply of equipment.</p> <p><b>OR</b></p> <p>In case of highly specialized equipment from a limited pool of suppliers - a historical data for concluded contracts from previous similar deliveries is provided.</p> <p>(Additional documents A5.4)</p>				
<b>ELIGIBILITY CONDITIONS</b>					
22	<p>The duration of the FPP is between 12 months and 24 months. (AF Part A, section A.1)</p>				
23	<p>Mandatory cooperation criteria (joint development, joint implementation, joint staffing, joint financing) are fulfilled, i.e. 'partners shall</p>				

	cooperate in the development and implementation of Interreg operations, as well as in the staffing and/or financing, or both, thereof.’ (AF Part C, section C.7.5)				
24	Objective of the concept note is not changed in the full project proposal (AF, Part C, C.1)				
25	The project partnership consists of at least one partner from each side of the border region. (AF Part B)				
26	There are no project partners who participate in more than two full project proposals that are submitted under this Call.				
27	The Lead partner does not participate as such in other full project proposals that are submitted under this Call.				
28	The project partners implement investment activities only in one full project proposal.				
29	There is no change to the composition of partners between the concept note and the FPP. If this is the case, please skip checking criterion 30. The Lead partner is not changed, neither are the partners responsible for implementing project investments.(AF Part B, part C)				
30	There is a change to the composition of partners between the concept note and the FPP. A project partner from concept note withdraws whose original functions are taken over either by other partner within the partnership or by a new partner. (AF Part B, part C)				
30.1	The Lead partner is not changed between the concept note and the FPP. (AF Part B)				
30.2	There have been no changes to the partners responsible for implementing project investments. (AF Part B, part C)				

30.3	A change to the composition of partners contributing to Interreg indicators RCO84, RCO116 and RCR104 is suggested. If yes, new partners meet all eligibility criteria outlined in section 1.2.1 Section 'Project partners' from the application form. (AF Part B, part C, part D)				
31	The budget of the FPP I between EUR 500 000 and EUR 1 000 000. (AF part D)				
32	The FPP contains compulsory combination of investment (works and/or supply) and soft type of actions (e.g. services). The investment component is minimum 60% of the project total eligible costs. (AF part D)				
33	The maximum amount (12 000 EUR) for Project preparation cost is respected. (AF part D).				
34	The budget of the FPP does not exceed the budget of the concept note. (AF part D, Annex 1.1 to the Concept note)				
35	The implementation of the full project proposal takes place in the Programme area. (AF part C)				
36	The full project proposal contains the mandatory pair/s of indicators (RCO84, RCO116, RCR104 and RCO74), including at least one of the two pairs of ERDF indicators (RCO58/RCR64 and/or RCO77/RCR77). The targets for these indicators should meet or exceed the levels specified in the Concept Note and the proposed changes are justified. (AF part C.4 and Additional documents A3)				
37	The project makes a positive or neutral contribution to the Programme's horizontal principles: equal opportunities and non-discrimination, equality between men and women, sustainable development. (AF Part C, C.7.6, whole AF)				

## 2.2.2 Project content screening

No	Conditions for contracting related to the content of the full project proposal	Yes	No	Comment
<b>Section 1 – Project relevance with the programme</b>				
1	The need for the FPP is well justified and address common challenges and opportunities for the programme area (AF Part C.2.1, C.2.2)			
2	The FPP is compliant with the programme specific objective under Priority 2 (AF Part C.1)			
3	The FPP brings added value to the CBC area, i.e. project outputs have an impact beyond project lifetime (AF Part C.2.3, C.2.4, C.4.1)			
<b>Section 2 - Partnership relevance</b>				
4	The partnership of the FPP contributes to the achievement of projects objectives (AF Part C.3)			
5	<b>Only for FPPs that have changed partners between the concept note and FPP stages</b> All partner organisations have proven experience and competence (incl. legal rights to act in the proposed way) in the addressed intervention field/s. (AF Part C.3)			
6	<b>Only for FPPs that have changed partners between the concept note and FPP stages</b> The proposed partnership is balanced and reflects the addressed issue in terms of target groups, sectors, territory. (AF Part B, C.3)			
7	<b>Only for FPPs that have changed partners between the concept note and FPP stages</b> Partner organizations complement each other in their efforts to propose integrated solutions in the addressed intervention field/s (AF Part B, C.3)			
<b>Section 3 - Project work plan</b>				
8	Project indicators values are realistic and contribute to the indicators' values set forth by the Programme. (AF part C, C.4, C.5, C.6, D)			

9	The intervention logic of the project (the relation “project objective – specific objectives of the work packages – activities – deliverables – expenditures”) is clear, justified and it facilitates the achievement of the project objectives and the programme indicators. (AF Part C, Part D)			
10	The project work plan is realistic, consistent, and coherent. (AF Part C)			
11	The project work plan aligns with the environmental mitigation measures and indicators provided in Attachment 3 ‘Measures for monitoring and control of the environmental impact’. Additionally, it includes component/s contributing to the protection of the environment and biodiversity or provides green and digital solutions. (AF Part C)			
12	Time plan is realistic. (AF Part C, C.6)			
<b>Section 4 – Communication</b>				
13	Communication activities are appropriate to reach the relevant target groups and stakeholders and to contribute to the achievement of project objectives. (AF Part C, C.4)			
<b>Section 5 – Budget</b>				
14	Project costs are eligible, realistic and logically connected to project activities and prices are realistic and market based (AF Part B, Part D.2, Part E, provided additional documents)			
15	The budget is proportionate according to partners’ roles and responsibilities. If there are budget changes from Concept note to FPP, the amendments are justified. (AF Part C, Part D, D2, Part E, Additional documents A6)			
16	The Bill of quantities of each project investment (works and/or supply) is sufficiently detailed and cause-effect linkages between project investment and its objectives are clear. (AF Part C, Additional documents A8.3)			

During the screening process of the FPP the following contracting procedures will be conducted:

- Procedure for budget optimization and projects’ content modifications - final review of the budget of the project proposal, making revisions of unit rates, based on both the recommendations of the assessors and the good practices of the MA and NA in

terms of transparent and market-oriented financial allocations. In addition, the following procedures are implemented;

- Documentary check of presence/lack of double financing – assessment of whether or not the proposed action/s has not already been financed under other EU funded Programmes;
- Check for compliance with the State Aid rules;
- The on-the-spot visit performance for project partners with an investment component involves assessing whether the object subject to the proposed investment truly exists and is in the physical condition described in the project proposal. Additionally, it verifies whether the object has not already been developed or is currently under development.

The MA, the NA and the JS composes a Screening Working Group (SWG) to perform the screening on the contracting conditions.

If the overall outcome of the screening check contains 'No' on one or more of the contracting criteria provided above, the proposal will be returned until it meets all conditions to secure subsidy contract. The applicant needs to demonstrate it meets all the conditions in a maximum period of 90 calendar days from the start of screening procedure.

The Monitoring Committee of the Programme decides to grant funding to FPPs that meet all contracting conditions until the exhaustion of available resources. Following this decision, the MA notifies the Lead Applicant in writing regarding the MC's decision, and the contracting process commences for the FPPs proposed for funding. If an FPP is not proposed for funding, detailed reasons are provided in the notification. In case of disagreement with the MC decision, upon receipt of the notification letter from the MA, the Lead partner may file a complaint with the MA against the MC decision. The complaint procedure is provided in Attachment 5 of this Guide.

The indicative duration of the screening process is estimated to be 90 calendar days.

### **3 Part C - Contracting process**

The contracting process starts with the MA notification letter, following the MC decision, and ends with signing a subsidy contract between the MA and the Lead Partner. This process is expected to take approximately one month after the MA sends the notification letter.

Before the contract is finalized, all project partners of the FPP will be required to submit updated State Aid declaration (Annex 3) for the MA/NA/SWG to conduct the most recent state aid assessment (please, see Attachment 6). If outcomes of this assessment are positive, a Subsidy contract is prepared and signed. This Subsidy contract delineates the rights and responsibilities of the Lead Partner and the MA, outlines the main activities, and establishes general financing conditions. The Subsidy Contract is issued and signed in a paper version.

The Lead Partner is required to retain an original version of the Subsidy Contract, signed by both parties, as part of the project's audit trail. This document is registered in JEMS and made accessible to all project partners, along with any applicable amendments.

### **IMPORTANT**

**All project partners will be required to submit a declaration during the contracting stage in accordance with Article 51 of Council Regulation (EU) No 2022/576 dated April 8, 2022. This Regulation explicitly prohibits the provision of direct or indirect support, including financing, financial assistance, or any other benefit under Union, Euratom, or Member State national programs and contracts, as defined in Regulation (EU, Euratom) 2018/1046, to any legal person, entity, or body established in Russia with over 50% public ownership or public control.**

**Subsidy contracts will not be awarded to any project proposal that includes an entity falling under the circumstances outlined in Article 51 of Council Regulation (EU) No 2022/576.**

### **3.1 Indicative timeline for application, screening and contracting of FPP**

<b>Step</b>	<b>Description</b>	<b>Indicative date of period</b>
1	Invitation of identified applicants to develop and submit FPP	17 <sup>th</sup> of June 2024
2	Deadline for submission of FPP	16 <sup>th</sup> of September 2024
3	Screening of submitted FPP	17 <sup>th</sup> of September – 17 <sup>th</sup> of December 2024
4	(1) Funding decisions of the Monitoring committee (MC) for	Up to 28 <sup>th</sup> of February 2025



	positively screened FPP; (2) MA contracts FPP with MC funding decisions	
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## LIST OF IDENTIFIED CONCEPT NOTES

### IN THE FRAMEWORK OF THE 1ST CALL FOR CONCEPT NOTES UNDER THE TERRITORIAL STRATEGY OF THE (INTERREG VI-A) IPA BULGARIA SERBIA PROGRAMME

PUBLICATION REF: 2021TC16IPCB007 – 2023 – 2

No	Concept Note ID	Acronym	Concept Note Title	Project Partners
1	<b>BGRS0200048</b>	Reality+	From Reality to Digitality	LP – Municipality of Boljevac PP2 – Chiprovtsi Historical Museum PP3 – Association for tourism – promotion - Vidin PP4 – Regional development agency Eastern Serbia
2	<b>BGRS0200053</b>	Balloon tourism	Balloon tourism	LP – Association Regional Partnerships for Sustainable Development – Vidin PP2 – Public library of Merošina PP3 – NGO "Inventors of Porec" PP4 – Tourism Organisation of Municipality Merosina
3	<b>BGRS0200069</b>	PCHCBR	Timok - Danube Cycling	LP – Vidin Municipality PP2 – Municipality of Knjazevac PP3 – Vidin Chamber of Commerce and Industry PP4 – Institute for Cross Border Areas

4	<b>BGRS0200012</b>	TEMSKO	Innovative green network for improved touristic development	LP – Culture centre Pirot PP2 – Tourist organisation Pirot PP3 – Municipality of Pravets PP4 – Local initiative for Varshets
5	<b>BGRS0200049</b>	Green Gateways	Green Gateways: Fostering Green and Sustainable Tourism in Cross-border Region	LP – City of Niš PP2 – Municipality of Vratsa PP3 – Regional Development Agency South PP4 – Chamber of Commerce and Industry - Vratsa
6	<b>BGRS0200011</b>	CULTURolling STONES	Cultural-historical heritage of the cross-border region as a driver of integrated sustainable tourism	LP – City of Pirot PP2 – Municipality of Montana PP3 – Agency for Development of North-West Bulgaria PP4 – Museum Ponisavlje Pirot
7	<b>BGRS0200060</b>	NCT	Natural and cultural tourism potentials as the basis for development of cross border region	LP – Tourism organization Sokobanja PP2 – Community center "Hristo Botev-1900, town of Varshets" PP3 – Municipality of Varshets PP4 – “Montana-tomorrow” Foundation PP5 – The Ecological Society of Sokobanja
8	<b>BGRS0200022</b>	GMBA	Cross-border tourist destination Babusnica - Gorna Malina, shared cultural heritage, nature and hospitality	LP – Municipality of Babusnica PP2 – Municipality of Gorna Malina PP3 – Elementary boarding school "Dobrinka Bogdanovic" PP4 – Gorna Malina Chitalishte Association PP5 – Tourism organization of Babusnica

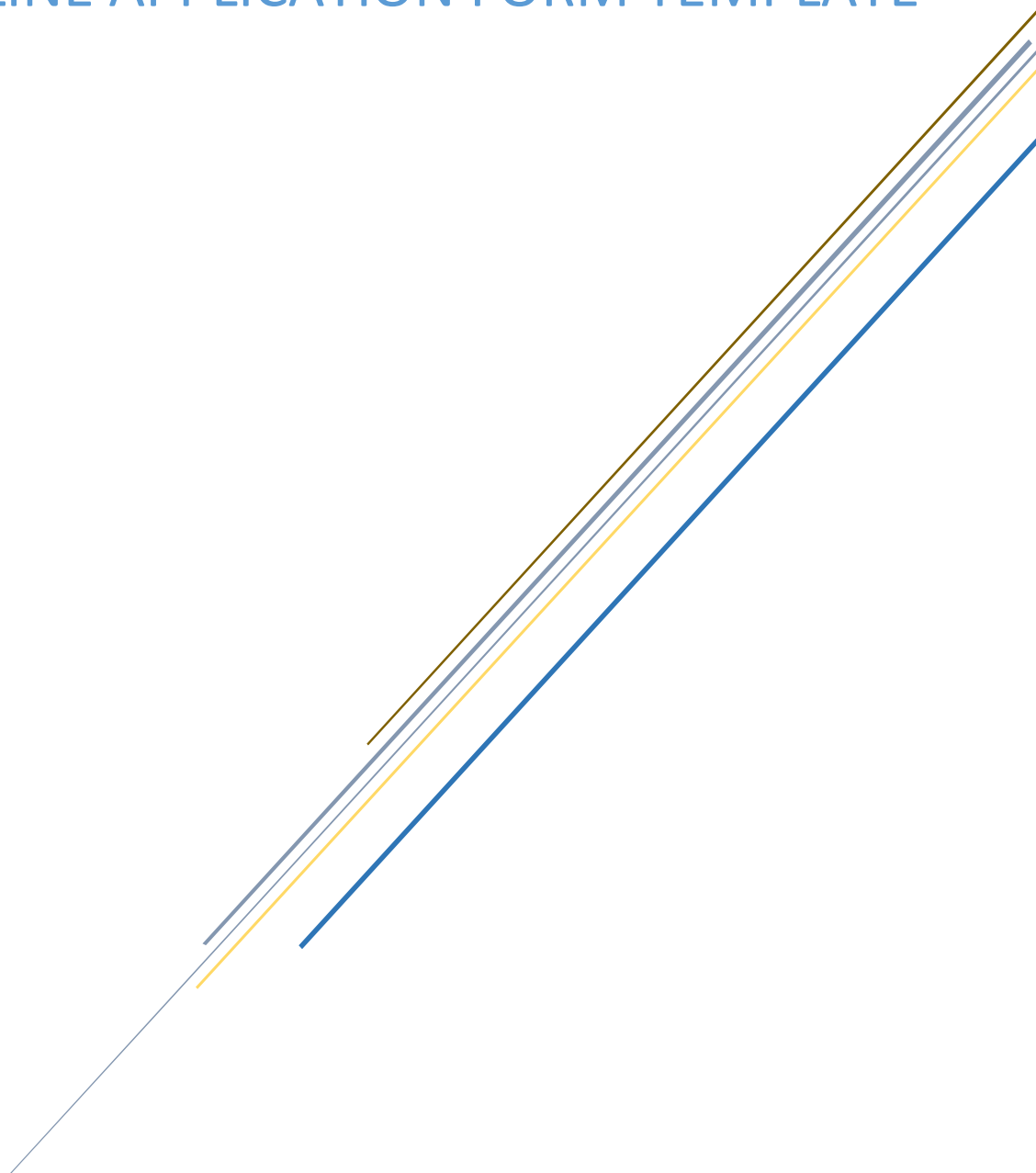
9	<b>BGRS0200029</b>	Crossroads Festivals	Crossroads Festivals: Serbia & Bulgaria – boosting event tourism industry in the cross-border area Bulgaria-Serbia	LP – House of Culture Knjaževac PP2 – Municipality of Varshets PP3 – Regional development agency Eastern Serbia PP4 – Regional Development Agency and Business Centre 2000
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**RESERVE LIST:**

No	Concept Note ID	Acronym	Concept Note Title	Project Partners
1	<b>BGRS0200050</b>	C(K).L.A.P	Karst Landscape Attraction Parks - Bridging Borders with Nature's Wonders	LP – Municipality of Roman PP2 – Municipality of Svrlijig PP3 – Future Today Association PP4 – Center for civil society development PROTECTA
2	<b>BGRS0200071</b>	INNO CRAFTS	Establishment of Innovative Cross-Border Craft Museum Bulgaria – Serbia	LP – Georgi Damyanovo Municipality PP2 – Association for Tourism Promotion - Vidin PP3 – Institute for Cross Border Areas
3	<b>BGRS0200063</b>	FACT	Reconstruction, infrastructure and equipment of cultural sites in Blace and Chelopech as potential touristic locations and related presentations	LP – Municipality of Chelopech PP2 – Municipality of Blace PP3 – Drainac Cultural Center

# JEMS

## OFFLINE APPLICATION FORM TEMPLATE



# Instruction for Electronic Submission of Project Proposals

## 1. General information

The Interreg VI-A IPA Bulgaria- Serbia Programme Joint Electronic Monitoring System (JEMS) is a customised version of the common monitoring system developed by the Interact Programme, which is used by a large community of Interreg programmes.

Jems is an online system conceived to cover the full project and programme life-cycle in one monitoring tool that allows to reduce the need for additional paper processes to a minimum. Furthermore, the concept of “one single entry point” of data is followed, avoiding multiple manual entry of the same data, through automatic transfer of data to different sections in the system. Users can fill in online forms (e.g. application, reporting, assessment) and upload/download files.

Application under Priority 2 “Integrated development of cross-border region” is entirely in electronic form and project proposals must be submitted via the INTERREG VI-A IPA Bulgaria- Serbia Programme Joint Electronic Monitoring System (JEMS). The Application Form is completed and submitted on JEMS. The content of the templates provided by the Programme and, where applicable, generated via Jems may not be modified or amended in any way.

## 2. Technical requirements

The INTERREG VI-A IPA Bulgaria- Serbia Programme JEMS is available at <https://jems-bgrs.mrrb.bg> It can be accessed via standard web browsers like Google Chrome, Microsoft Edge or Mozilla Firefox (recent versions). For working in JEMS, it is recommended to use a PC or notebook rather than mobile devices.

## 3. Access and support

Upon registration in Jems users have access to the system as applicant users. Once a project is approved and contracted, the LP user will be assigned to the project, who in turn assigns the partner users to the project partners. Specific access rights as needed by e.g. programme bodies, controllers, external experts or auditors will be given by the system administrator through assignment of the respective role.

A helpdesk for technical support specifically dedicated to Jems can be reached via email [mis\\_bgrs@mrrb.government.bg](mailto:mis_bgrs@mrrb.government.bg) . The “?” icon in the JEMS top menu bar also provides the help contact details.

### **🔔 IMPORTANT!**

Electronic submission of project proposal may be affected by circumstances beyond the control of the MA (e.g. internet connection stability, upload speeds, etc.). Therefore, the applicant should strive to prepare and submit project proposal early enough before the deadline.

**Disclaimer:**

Please note that this is not the official application form but only an offline template for information and guidance purposes. This offline template shall not be submitted to the programme. **Applications can exclusively be submitted via the Interreg Bulgaria - Serbia joint electronic monitoring system (Jems):**

<https://jems-bgrs.mrrb.bg>

We will provide our best effort to ensure a high level of consistency between this offline template and the final application form in Jems. Please be aware that there might be slight differences with regard to wording, overview tables and character limitation. To this end, please note that, in this template, character limits are set for most text boxes. Such limits shall not be exceeded since Jems will not allow longer texts. There are however a few text boxes for which a recommended maximum number of characters is indicated. This means that, for such text boxes, Jems will allow more space.

## PART A - Project identification

### A.1 Project identification

\* Asterisks indicate information required for saving.

Please be aware there may be gaps in the numbering of sections, due to the programme's configuration of application form for this call.

Project id (automatically created)

BGTR0300005

Project acronym



Project title

#### Project duration

Project duration in months

/

Default period length in months

3

=

Number of periods

0



#### Project priority and specific objective

\* Programme priority



- **Project acronym\***

Project acronym is an abbreviation or short name for the project that helps identify the project together with the project id (\*mandatory field).

- **Project duration**

The project duration shall be entered in months and shall indicate the length of the project. The project duration is also the basis for the calculation of periods in the project and project planning in the rest of the project. A number of periods is calculated as follows: project duration in months divided by the default period length defined by the Programme in the call setup.

- **Project Priority and Specific objectives\*** (drop-down selection)



## A.2 Project summary

### A.2 Project summary

Please give a short overview of the project and describe:

- the common challenge of the programme area you are jointly tackling in your project;
- the overall objective of the project and the expected change your project will make to the current situation;
- the main outputs you will produce and those who will benefit from them;
- the approach you plan to take and why a cross-border/transnational/inter-regional approach is needed;
- what is new/original about the project.



Summary

### Guidance

The summary of the project proposal is going to be published on the Programme website if the proposal is selected. Most readers will be non-experts and the summary should therefore capture the project context, the project objectives and the implementation approach in a way that is easy to understand. Abbreviations should be avoided and technical terms need to be explained.

## A.3-4 Project partner overview / Project budget overview

Programme funding		Contribution					Total eligible budget	
Funding source	Funding amount	Co-financing rate (%)	Automatic public contribution	Public contribution	Total public contribution	Private contribution	Total partner contribution	
ERDF	68.113,66	80,95 %	6.000,00	6.022,02	12.022,02	4.006,40	16.028,42	84.142,08
Total EU funds	68.113,66	80,95 %	6.000,00	6.022,02	12.022,02	4.006,40	16.028,42	84.142,08
Total eligible budget	68.113,66	35,67 %	6.000,00	6.022,02	12.022,02	4.006,40	16.028,42	190.942,08

Programme output indicator or	Aggregated value per Programme output indicator	Measurement unit	Output number	Output title	Output target value	Programme result indicator	Baseline	Result indicator target value	Measurement unit
Strategies and action plans jointly developed	1,00	strategy/action plan	Output number 1.1	Green City Strategy	1,00	Joint strategies and action plans taken up by organisations	0,00	1,00	joint strategy/action plan
Jointly developed solutions	2,00	solutions	Output number 1.2	Green City Solutions	2,00	Solutions taken up or up-scaled by organisations	0,00	2,00	solutions

### Table A.3

Displays the project budget per fund including the contribution. Its purpose is to provide a clear budget overview in section A. The project partner overview will be automatically generated. It will display the list of involved project partners and their respective total eligible budget as filled in in part B.

Please note that this table will not be visible in Jems when filling in the application form, but will be included in the PDF file that can be generated from Jems.

**Note:**

The above Project budget overview table will be automatically generated in Jems. It summarizes budget information filled in in part B. In case of incomplete data in this section, the following message will be displayed while filling the application form.

### A.3 Project budget overview

### A.4 Project outputs and result overview

Table will be automatically generated once outputs and results are created in section C4 and C5.

## PART B - Project partners

The partner's overview provides an overview of all the partners within the project. Essential data is displayed in this overview list.

- Clicking on the “+ Add new partner” allows for creating a new partner.
- Clicking on a specific partner in the lists gives you access to the partner page.
- Clicking the “trash” icon allows you to delete the respective partner.
- The status “Active” is automatically generated upon creation of a project partner. In case a partner of a contracted project leaves the partnership, this partner can be given the status “In-active”.

### B.1 Project partner 1

#### B.1.1 Partner identity

Add new partner

**B.1.1 Partner identity**

\* Partner role

Partner    Lead partner

\* Abbreviated name of the organisation

Name of the organisation in original language

Name of the organisation in english

DE    EN    FR    HU

Department / unit / division

- The Partner identity section is used to identify the partner organization with basic details.
- A partner cannot be created without assigning the role, providing the abbreviated name and choosing the legal status (\*mandatory fields).
- Partner role\*

The partner role is either **Lead Partner** or **Partner** (\*mandatory field).

In case a Lead partner already exists and for a new partner the Lead Partner role is selected, the system will ask the user if the existing Lead Partner role shall be replaced. If yes, the new partner will become the Lead partner and renumbering of the partners will apply. The Lead Partner will always be partner number 1 as long as the Application form is in status “Draft”.

## B.1.2 Legal and financial information

### Legal and financial information

Type of partner  
N/A

Subtype of partner  
N/A

\* Legal status

Please refer to the statistical classification of economic activities NACE Rev. 2 (2008) available via the [Eurostat website](#)

Sector of activity at NACE group level

VAT number (or other identifier)

- Type of partner

The type of partner is a pre-defined dropdown list of typologies used to categorize the type of partner.

- Subtype of partner

A subtype of partner has to be selected (Micro, Small, Medium sized enterprise)

- Legal status\*

A Legal status has to be selected.

- Sector of Activity at NACE group level

The sector of activity at NACE group level is an additional field relevant for State aid only. The sector of activity at NACE group level can be selected from a pre-defined dropdown of NACE codes taken from the statistical classification of economic activities NACE Rev. 2 (2008) available via the Eurostat website:

[https://ec.europa.eu/eurostat/ramon/nomenclatures/index.cfm?TargetUrl=LST\\_NOM\\_DTL&StrNom=NACE\\_REV2&StrLanguageCode=EN&IntPcKey=&StrLayoutCode=HIERARCHIC](https://ec.europa.eu/eurostat/ramon/nomenclatures/index.cfm?TargetUrl=LST_NOM_DTL&StrNom=NACE_REV2&StrLanguageCode=EN&IntPcKey=&StrLayoutCode=HIERARCHIC)

- VAT Number

In this field, the partner organization's VAT number shall be entered; the overall number has to be one block without spaces or hyphens. The correct VAT format has to be respected; it depends on the country selected in section "Address". If VAT is not applicable, any other identifier needs to be filled in.

- VAT recovery

Is your organisation entitled to recover VAT based on national legislation for the activities implemented in the project?

Yes Partly No

PIC (from EC Participant Register)

## B.1.1 Partner address

### B.1.2 Partner address

#### Partner main address

Information about NUTS codes and how to identify your region: <https://ec.europa.eu/eurostat/web/nuts/background>

Country

Street

House number

Postal code

City

Homepage

In the Partner address section, the applicant is asked to fill in the partner main address and, if applicable, the address of the department/ unit/division.

- The country selected impacts on the format required for VAT.

### Address of department (if applicable)

#### Address of department / unit / division (if applicable)

Country

Street

House number

Postal code

City

## B.1.4 Legal representative

### B.1.4 Legal representative

- State title, the first and the last name of the legal representative of the organisation

## B.1.5 Contact person

### B.1.5 Contact person

State title, the first and the last name of the contact person of the organisation, e-mail and telephone. For project partner 1/ Lead partner - the e-mail of the organization should be the same as in Annex A4, as far as the Programme bodies will use it for official communication with the Lead partner throughout the whole assessment process.

## B.1.6 Partner motivation and contribution

## B.1.6 Partner motivation and contribution

Which of the organisation's thematic competences and experiences are relevant for the project?

Enter text here

What is the role (contribution and main activities) of your organisation in the project?

Enter text here

If applicable, describe the organisation's experience in participating in and/or managing EU co-financed projects or other international projects.

Enter text here

*Up to 3000 characters each.*

## B.1.7 Budget

The partner budget should only be filled in once the project duration in “A.1 Project identification”, “B.1.1 Partner identity” and “C.4 Project work plan” are completed. This will help to ensure consistency between financial figures and the planned activities.

In the Partner budget section, the applicant defines the budget for the respective partner. This section consists of two parts:

### Partner budget overview

Partner budget overview

Partner	Organisation abbreviation	Staff costs	Office and administrative costs	Travel and accommodation	External expertise and services	Equipment	Infrastructure and works	Lump sum	Total
LP1	SME	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
Total		0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00

The overview table shows:

- the partner budget per cost category
- budget under flat rate Other costs (in case this flat rate option is selected in the Partner budget options)
- lump sum for preparation and contracting costs (as entered in section E.1 of the Application Form)

### Partner Budget Options

**Partner Budget Options**

Staff costs flat rate

Office and administration flat rate based on direct staff costs

Travel and accommodation flat rate

---

Other costs Flat Rate

The budget options allow the applicant to select flat rates. The selected flat rates impact on the Partner budget.

- The budget options need to be filled before inserting the Partner budget.
- Detailed information on budget options and flat rates can be found in the **Guidelines for Applicants**.

Flat rates are added as a separate table to the partner budget and the flat rate amount is automatically calculated based on total costs in another cost category/ies.

## Partner Budget

### Partner budget i

#### External expertise and services

+ Add

#### Equipment

+ Add

#### Infrastructure and works

+ Add

*Note: All amounts in the budget are rounded down to 2 digits after the coma.*

Partner lump sums (assigned in section E.1 - Project lump sums)

Programme lump sum	Period	Lump sum cost	Partner share of lump sum cost	Description
Total partner lump sums			0,00	



The Partner budget section is the section where the partner budget is filled in under the available cost categories.

If a flat rate for a cost category is selected in the Partner budget options, automatic calculation applies and manual budget entries for this cost category are not possible.

**Make sure you have defined the project duration in section A- Project identification to have “periods” in the budget tables.**

For cost categories “office and administration” and “travel and accommodation” no manual entry of budget items is possible, since they are defined as flat rates.

Please be aware that contents of tables might become very wide and eventually very long. Therefore, scrolling might be required to see the full information in the table.

The budget tables can be created and filled as follows:

- Click “+ Add” to create a budget table under a cost category (except for flat rate based costs, *see Guideliness for Applicants*)
- Click “+” button to add a budget item *Equipment in this case*;
- Click the “trash” icon to delete a budget item.
- Enter a brief **description**, **unit type**, **number of units**, **price per unit** as well as a **comments** if applicable.
- Provide an **Award procedure** clarification (250 characters)

#### Equipment

Description	Comments	Award procedures	Investment	Unit type	No. of units	Price per unit	Total
Packing Machine			N/A		1,00	10.000,00	10.000,00
+							10.000,00

The Total amount of one budget item should always match the sum of amounts per periods. In case of mismatch a **warning message highlighted in yellow** appears.

Please update the budget table: The sum of the amounts per period must match the budget item total.



The same principle shall apply for all the remaining Budget Categories.

## B.1.8 Co-financing

### Co-financing

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

Source	Amount	Percentage
* Co-financing source	0,00	0,00 %
Partner contribution	100,00	100,00 %
Partner total eligible budget	100,00	100,00 %

This table can only be filled in once the partner budget options were selected and the partner budget was completed. This table displays the co-financing received by the programme and the partner contribution.

The source of funding has to be selected from the drop-down menu in the respective field. The ERDF + IPA funds co-financing rate is 85% for all partners and this has to be indicated in the percentage field. The fields in partner contribution and the partner total eligible budget are then automatically calculated.

### Origin of partner contribution

#### Origin of partner contribution

Source of contribution	Legal status of contribution	Amount	% of total partner budget
Demo SME	* Legal status	0,00	0,00 %

In this table, partners have to indicate the source of their contribution. The system by default includes the partner organisation as a first contribution source, assuming that the contribution is from own resources.

**The total of contribution must match the total partner contribution.**

New contribution origin can be added by clicking on:

[+ Add new contribution origin](#)

Sub-total table is shown at the bottom of this section:

Sub-total public contribution	0,00	0,00 %
Sub-total automatic public contribution	0,00	0,00 %
Sub-total private contribution	0,00	0,00 %
Total	0,00	15,00 %

## B.1.9 State Aid

### State Aid

#### State aid relevant activities

GBER scheme / de minimis  
General de minimis



Indicate any State aid relevance through the drop-down menu (if any).

### **B.1 Project partner 2**

*All sections from B.1.1-B.1.9 repeated*

### **B.1 Project partner 3**

*All sections from B.1.1-B.1.9 repeated*

## PART C - Project description

### C.1 Project overall objective

#### Project overall objective

Please define the overall objective of the project (Max. 500 characters).

- Make sure that it clearly contributes to the selected programme specific objective.
- The overall objective should provide the general context for what your project aims to achieve.
- It should describe the broader goal of the project for the benefit of its target group(s) and should point to the results (change) to be achieved by the project.

#### C.1 Project overall objective

Below, you can see the Programme priority specific objective your project will contribute to (chosen in section A.1.).

Programme priority specific objective

BGTR-S012:

#### Project overall objective

Now think about your main objective – what do you aim to achieve by the end of your project? Remember your project needs to contribute to the programme's objective.

Your objective should:

- be realistic and achievable by the end of the project, or shortly after;
- specify who needs project results and in which territory;
- be measurable – indicate the change you are aiming for.

Project overall objective

### C.2 Project relevance and context

#### C.2.1 What are the common territorial challenge(s) that will be tackled by the project?

Please describe why your project is needed in the programme area and the relevance of your project for the programme area, in terms of common challenges and opportunities addressed.

Enter text here



Description should not exceed 5000 characters.

**C.2.2 How does the project tackle identified common challenges and/or opportunities and what is new about the approach the project takes?**

Please describe new solutions that will be developed during the project and/or existing solutions that will be adopted and implemented during the project lifetime. Describe also in what way the approach goes beyond existing practice in the sector/programme area/participating countries.



Enter text here

Description should not exceed 5000 characters.

**C.2.3 Why is cross-border/transnational/inter-regional cooperation needed to achieve the project’s objectives and result?**

Please explain why the project objectives cannot be efficiently reached acting only on a national/regional/local level and/or describe what benefits the project partners/target groups/ project area/programme area gain in taking a cross-border/transnational/inter-regional approach.



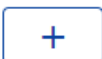
Enter text here

Description should not exceed 5000 characters.

**C.2.4 Who will benefit from your project outputs?**

**C.2.4 Who will benefit from your project outputs?**

In the first column of each row, please select one of the pre-defined target groups from the drop-down list. In the second column explain in more detail exactly who will benefit from your project. For example, if you choose the category education, you need to explain which specific schools or groups of schools and in which territory.



- Click the “+” button to add additional Target groups and provide relevant specification (up to 2000 characters), e.g.:

Target Group	Specification
* Target Group	Specification

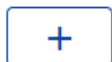


- Clicking the “trash icon” will remove the selected Target group and its specification.
- Click the “+” button to add additional Target groups.

## C.2.5 How does the project contribute to wider strategies and policies?

### C.2.5 How does the project contribute to wider strategies and policies?

Please indicate to which strategies and policies your project will contribute. Then describe in what way you will contribute.



- Click “+” button to add additional Strategy and contribution description (up to 2000 characters)

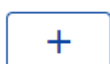
Strategy	Contribution
* Strategy	Contribution 0/2000 characters



## C.2.6 Which synergies with past or current EU and other projects or initiatives will the project make use of?

Describe synergies and the activities foreseen to ensure coordination and avoid overlaps with on-going and planned initiatives/projects. Please specify if this application is linked to any other proposal under preparation within other EU funds, also specifying the concerned EU-funded programmes (e.g. other Interreg programmes, Horizon Europe, LIFE, national or regional programmes supported by EU funds, etc.).

### C.2.6 Which synergies with past or current EU and other projects or initiatives will the project make use of?



- Click “+” button to add additional Project or Initiative with relevant synergy description (up to 2000 characters).

Project or Initiative	Synergy
Project or Initiative	Synergy



## C.2.7 How does your project build on available knowledge?

### C.2.7 How does the project build on available knowledge?

Please describe the experiences/lessons learned that the project draws on, and other available knowledge the project capitalises on.

Enter text here

*Up to 5000 characters.*

## C.3 Project partnership

### C.3 Project partnership

Describe the structure of your partnership and explain why these partners are needed to implement the project and to achieve project objectives. What is the contribution of each partner to the project?



Enter text here

*Up to 5000 characters.*

## C.4 Project work plan

### C.4. Project work plan

#### C.4 Project work plan

+ Add new work package

No work packages

#### C.4.1 Work package 1

Each project specific objective has a work plan (work package). Applicant can define more than one specific objective. This means that the project will have as many work packages as it will have specific objectives defined. It is recommended to have up to 3 work packages, but in some cases up to 5 should also be acceptable.

- Begin by clicking “+ Add new work package”

## Work package

Work package number (automatically created)

1

Work package title

### Objectives

Your objectives should be:

- realistic and achievable by the end of the project;
- specific (who needs project outputs delivered in this work package, and in which territory);
- measurable – indicate the change you are aiming for.

Define one project specific objective that will be achieved when all activities in this work package are implemented and outputs delivered.

Project specific objective

Think about the communication objective that will contribute to the achievement of the specific objective. Communication objectives aim at changes in a target audience's behaviour, knowledge or belief.

Communication objective and target audience

Specify the created Work package by entering a **Title**. Define one or more communication objective(s) that will contribute to the achievement of the project specific objective and include reference to the relevant target group(s). Communication objectives aim at changes in a target audience's awareness and behaviour.

*Up to 1000 characters for each textbox.*

### Investment(s)

Please list the investments above 25.000 EUR which are included in this work package.

### List of investments

Please list below the investments that will be delivered within this work package.

[+ Add investment](#)

- Click “+ Add investment” button to insert investment descriptions;





## Investment

Investment number

Investment title



Expected delivery period

## Justification

### Justification

Please explain why this investment is needed.

Enter text here



Please clearly describe the cross-border/transnational relevance of the investment.

Enter text here



Please describe who is benefiting (e.g. partners, regions, end-users, etc.) from this investment, and in what way.

Enter text here



*Up to 2000 characters each.*

## Location of the investment and Investment documentation

### Location of the physical investment

Please describe; if possible, a specific address where the investment will be located

Country

City

### Investment documentation

Please list all technical requirements and permissions (e.g. building permits) required for the investment according to the respective national legislation. If these are already available, attach them to this application form, otherwise indicate when you expect them to be available.

DE EN FR HU

Enter text here

For investments in infrastructure with an expected lifespan of at least five years, please indicate whether an assessment of expected impacts of climate change has been carried out. Should it be necessary, you must be ready to submit this documentation to the relevant programme body/ies.

DE EN FR HU

Enter text here

*Up to 2000 characters each*

### Risk associated with the investment

#### Risk associated with the investment

Describe the risk associated with the investment, go/no-go decisions, etc. (if any).

DE EN FR HU

Enter text here

*Up to 2000 characters.*

### Ownership

### Ownership

Who owns the site where the investment is located?

Enter text here DE EN FR HU

Who will retain ownership of the investment at the end of the project?

Enter text here DE EN FR HU

*Up to 2000 characters each.*

### Activities

Please describe the activities foreseen in order to achieve the above project specific objective and related communication objective(s) considering also the involvement of the relevant target groups as identified in section C2.4.

Objectives	Investments	Activities	Outputs
<h4>List of activities</h4> <p>Please describe the activities by which the project achieves the project specific objective and related communication objective(s).</p> <p><a href="#">+ Add activity</a></p>			

- Click “+ Add activity”

### Activity 1.1

Title

Get started by defining the project duration in section A.1

Get started by defining the project duration in section A.1

Start period

End period

Description

Partner(s) involved

- Make sure you name the Activity in order to avoid confusion. Define Start and End periods related to the Activity. Provide a description and specify the Partner/s involved.


## Deliverables

### Deliverables

Add deliverables to your activity - see programme rules



- Click “+” button to add deliverables

Running number	Deliverable title	Description	Delivery period
D.1.1.1	Deliverable title	Description	Delivery period 

- Enter the Deliverable title (100 characters), provide a Description and select the Delivery period (drop-down option)
- Repeat the same steps starting from Adding a new Activity and define other deliverables per Activity.

## Outputs

Based on the activities you need to implement to achieve the specific objective in this work package, please list below the outputs that will be delivered during the implementation. Please have in mind that the outputs should contribute directly to programme output

indicators; i.e., have the same measurement unit and can be aggregated on project and programme level.

### List of outputs

Based on the activities you need to implement to achieve the specific objective in this work package, please list below the outputs that will be delivered during the implementation.

[+ Add Output](#)

- Click “+ Add output” button.

### List of outputs

Based on the activities you need to implement to achieve the specific objective in this work package, please list below the outputs that will be delivered during the implementation.

**Output 1.1**

DE EN FR HU

Output Title

Programme Output Indicator

Measurement Unit Target Value 1,00

Delivery Period

DE EN FR HU

Output Description

*Output description is up to 500 characters.*

#### C.4.2 Work package 2

*Repeating of the whole section C.4.1*

#### C.4.3 Work package 3

*Repeating of the whole section C.4.1*

## C.5 Project results

Please describe what do you expect to change because of the activities you plan to implement and the outputs you plan to deliver? Please take a look at the programme result indicators and select those that you will contribute to.

### C.5 Project Results

What do you expect to change because of the activities you plan to implement and the outputs you plan to deliver? Please take a look at the programme result indicators and select those that you will contribute to.

[+ Add result](#)

- Click “+ Add result”

### C.5 Project Results

What do you expect to change because of the activities you plan to implement and the outputs you plan to deliver? Please take a look at the programme result indicators and select those that you will contribute to.

**Result 1**

Programme result indicator ▼

Measurement unit	Baseline <span style="font-size: small;">i</span>	Target value
	0,00	1,00

DE
EN
FR
HU

Result description

[+ Add result](#)

- Please select from the drop-down menu the Programme result indicator to which the project contributes.
- Repeat for each result, using the “+ Add result” button



*Coherence between results and indicators.*

## C.6 Time plan

The overview table is automatically generated from thematic work packages. It displays activities (length), deliverables (delivery period), outputs (delivery period) and results (delivery period). The time plan shows only periods, not months.

**The length of the periods is 3 months.**

### C.6 Project Time Plan

	Period 1	After End
▼ WP1		
▼ WP2		
▼ WP3		



## C.7 Project management and communication

In addition to the activities as described in the work plan, you need to foresee adequate provisions for project management, coordination and internal communication.

### C.7.1 How will you coordinate and manage your project?

#### C.7.1 How will you coordinate your project?

Who will be responsible for coordination? Will you have any other management structures (e.g., thematic groups, WP managers)? How will the internal communication work?

Enter text here

DE EN FR HU

*Describe how the project management on the strategic and operational level will be carried out, including the set-up of management structures, responsibilities and procedures, as well as risk management. Please also explain how the internal communication within the partnership will be organised. Up to 5000 characters.*

### C.7.2 Which measures will you take to ensure quality in your project?

#### C.7.2 Which measures will you take to ensure quality in your project?

Describe specific approaches and processes and responsible partners. If you plan to have any type of project evaluation, please describe its purpose and scope here.

Enter text here

DE EN FR HU

*i.e. how the quality of deliverables and outputs will be monitored and ensured, and indicate the responsible partner(s). If you plan to conduct any type of project evaluation, please describe its purpose and scope. Up to 5000 characters.*

### C.7.3 What will be the general approach you will follow to communicate about your project?

#### C.7.3 What will be the general approach you will follow to communicate about your project?

Who will coordinate project communication and how will he/she ensure the involvement of all partners? How will the communication function contribute to transfer your project results? Please note that all communication activities should be included in the work packages, as an integral part of your project. There is no need to repeat this information here.

Enter text here

DE EN FR HU

*Describe how your project’s communication objectives, as outlined in the work plan, will help with achieving your project’s main result(s). Why is communication important? Which common tactics, channels and tools will help the partnership to reach out to and involve its target audiences? How will the project communication coordinator ensure that all project partners are involved and contribute to communication? Up to 5000 characters.*

**C.7.4 How do you foresee the reporting procedures for activities and budget (within the partnership)?**

**C.7.4 How do you foresee the financial management of the project and reporting procedures for activities and budget (within the partnership and towards the programme)?**

Define responsibilities, deadlines in financial flows, reporting flows, project related transfers, reclaims, etc.



Enter text here

*Up to 5000 characters.*

**C.7.5 Cooperation criteria**

**C.7.5 Cooperation criteria**

Please select all cooperation criteria that apply to your project and describe how you will fulfil them.

Cooperation criteria	Description
<input type="checkbox"/> Joint development	Enter text here
<input type="checkbox"/> Joint implementation	Enter text here
<input type="checkbox"/> Joint staffing	Enter text here
<input type="checkbox"/> Joint financing	Enter text here

Projects must contribute to **at least three out of** the following four cooperation criteria. **Joint development** and **Joint implementation** are mandatory!

**C.7.6 Horizontal principles**



Please indicate how your project contributes to horizontal principles and provide a short explanation. With regard to environment protection, please also include an explanation how the ‘environmental sustainability by design’ approach has been integrated and provide a brief assessment of possible environmental effects of your project.

C.7.6 Horizontal principles

Please indicate which type of contribution to horizontal principles applies to the project, and justify your choice.



Horizontal principles	Type of contribution	Description of contribution
Sustainable development	<input type="checkbox"/> positive effects <input type="checkbox"/> neutral <input type="checkbox"/> negative effects	Enter text here <hr/>
Equal opportunities and non-discrimination	<input type="checkbox"/> positive effects <input type="checkbox"/> neutral <input type="checkbox"/> negative effects	Enter text here <hr/>
Equality between men and women	<input type="checkbox"/> positive effects <input type="checkbox"/> neutral <input type="checkbox"/> negative effects	Enter text here <hr/>

## C.8 Long-term effects and durability

Projects should have a long-lasting effect in the territories and for the relevant target groups. Please describe below how this will be ensured.

### C.8.1 Ownership

#### C.8.1 Ownership

Please describe who will ensure the financial and institutional support for the outputs/deliverables developed by the project (e.g., tools), and explain how these outputs/deliverables will be integrated in the work of the institutions.



Enter text here

*Up to 5000 characters.*

### C.8.2 Durability / Lasting effect

#### C.8.2 Durability

Some outputs/deliverables should be used by relevant groups (project partners or others) after the project's lifetime, in order to have a lasting effect on the territory and the population. For example, new practices in urban transport need to be used by local authorities to have cleaner air in the city, and the whole population will benefit from this. Please describe how your outputs/deliverables will be used after the project ends and by whom.



Enter text here

*Up to 5000 characters.*

### C.8.3 Transferability

#### C.8.3 Transferability

Some outputs/deliverables that you will deliver could be adapted or further developed to be used by other target groups or in other territories. What will you do to make sure that relevant groups are aware of your outputs/deliverables and are able to use them?



Enter text here

*Up to 5000 characters.*

## PART D - Project budget

### D.1 Project budget per co-financing source (fund) - breakdown per partner

#### D.1 Project budget per co-financing source (fund) - breakdown per partner

Partner	Organisation abbreviation	Country	IPA III CBC	IPA III CBC % Rate	Interreg Funds	Interreg Funds % Rate	Public Contribution	Private Contribution	Total partner contribution	Total eligible budget	% of Total eligible budget
<a href="#">LP1</a>	Demo		0,00	0,00 %	0,00	0,00 %	0,00	0,00	0,00	0,00	0,00 %
<a href="#">PP2</a>	Demo2		0,00	0,00 %	0,00	0,00 %	0,00	0,00	0,00	100,00	100,00 %
<b>Total</b>			0,00	0,00 %	0,00	0,00 %	0,00	0,00	0,00	100,00	100,00 %

*The table is filled automatically.*

### D.2 Project budget - overview per partner/per cost category

#### D.2 Project budget - overview per partner / per cost category

Partner	Organisation abbreviation	Country	Staff costs	Travel and accommodation	External expertise and services	Equipment	Infrastructure and works	Lump sum	Total
<a href="#">LP1</a>	Demo		0,00	0,00	0,00	0,00	0,00	0,00	0,00
<a href="#">PP2</a>	Demo2		100,00	0,00	0,00	0,00	0,00	0,00	100,00
<b>Total</b>			100,00	0,00	0,00	0,00	0,00	0,00	100,00

*The table is filled automatically.*

# PART E - Project lump sums

In this table you can define your project lump sums. Please choose the applicable lump sums from the dropdown and allocate the lump sum cost to project partner(s).

## Project lump sums table

In this table you can define your project lump sums. Please choose the applicable lump sums from the dropdown and allocate the lump sum cost to project partner(s).

[+ Add](#)

- Click “+ Add” button to insert lump sums table

### Project lump sums table

In this table you can define your project lump sums. Please choose the applicable lump sums from the dropdown and allocate the lump sum cost to project partner(s).

Programme lump sum	Split up	Costs	LP1 Demo	PP2 Demo2	Sum	Gap
* Lump sum						
			0,00	0,00	0,00	

[+](#)

- Select from the Programme lump sum Drop-down menu available options.

Programme lump sum	Split up	Costs	LP1 Demo	PP2 Demo2	Sum	Gap
Preparation	Yes	50.000,00	0,00	0,00	0,00	50.000,00
			0,00	0,00	0,00	

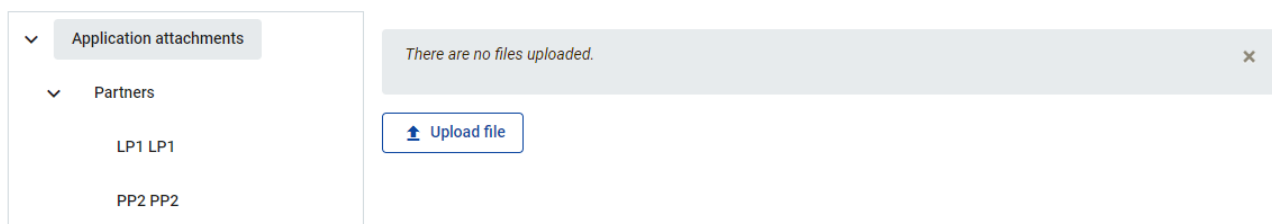
[+](#)

- “Split up” option is available in case of personalized distribution among the project partners.

## PART F - Application Annexes

Attachments can be added by clicking “**Upload file**” at the bottom of the project overview page, which lets you browse through the files on your computer. Choose the right file and upload it. Repeat the process until all necessary attachment files have been uploaded.

### Attachments



The screenshot shows a web interface for managing attachments. On the left is a sidebar with a tree view: 'Application attachments' (expanded), 'Partners' (expanded), 'LP1 LP1', and 'PP2 PP2'. On the right, a light grey box contains the text 'There are no files uploaded.' with a close icon (x) on the right. Below this box is a blue button with an upward arrow icon and the text 'Upload file'.

**NOTE:** Please be informed that required annexes for Part F - Application Annexes are listed exclusively in the Guidelines for Applicants for the relevant call!

All attachments must be submitted in an electronic format. Although a large variety of file types are supported, .pdf files are preferred. The maximum file size is 50 Mb.

**Subsidy contract**  
**under the Instrument for Pre-accession Assistance III**

No...../.....

Today, ..... 2024, between the **Ministry of Regional Development and Public Works (MRDPW)**, 17-19 Sv. Sv. Kiril and Metodiy Street, Sofia 1202, identification number 831661388, Territorial Cooperation Management Directorate - Managing Authority for the (INTERREG VI-A) IPA Bulgaria Serbia Programme 2021 – 2027 with CCI Number: 2021TC16IPCB007 (Programme), represented by ....., Head of Managing Authority under the Programme and ....., Head of Financial Management and Control Department at TCM Directorate, according to Order No ..... of the Minister of Regional Development and Public Works,  
hereinafter referred to as **Managing Authority (MA)**, of the one part,

and

**[Official Name of the Lead partner]**

address: [street No, postal code, city, country]

registration number:

represented by **[name of the legal representative]**,

hereinafter referred to as **Lead Partner (LP)** of the other part,

this contract is concluded on the basis of the approved full project proposal No [...] (hereinafter refer to as FPP), having as legal basis:

- Regulation (EU) 2021/1529 of the European Parliament and of the Council of 15 September 2021 establishing the Instrument for Pre-Accession assistance (IPA III);
- Regulation (EU) 2021/1059 of the European Parliament and of the Council of 24 June 2021 on specific provisions for the European territorial cooperation goal (Interreg) supported by the European Regional Development Fund and external financing instruments;
- Regulation (EU) 2021/1060 of the European Parliament and of the Council of 24 June 2021 laying down common provisions on the European Regional Development Fund, the European Social Fund Plus, the Cohesion Fund, the Just Transition Fund and the European Maritime, Fisheries and Aquaculture Fund and financial rules for those and for the Asylum, Migration and Integration Fund, the Internal Security Fund and the Instrument for Financial Support for Border Management and Visa Policy;
- Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No



966/2012;

- Regulation (EU) 2021/1058 of the European Parliament and of the Council of 24 June 2021 on the European Regional Development Fund and on the Cohesion Fund.
- The (INTERREG VI-A) IPA Bulgaria Serbia Programme, approved by the European Commission by Decision C(2022) 8660 from 23.11.2022;
- Financing Agreement for (INTERREG VI-A) IPA Bulgaria Serbia Programme CCI Number: 2021TC16IPCB007 between the European Commission and the Republic of Serbia;
- Implementing Agreement for (INTERREG VI-A) IPA Bulgaria Serbia Programme CCI Number: 2021TC16IPCB007 between the Government of the Republic of Bulgaria and the Government of the Republic of Serbia, after its final signature and entry into force;
- Decision No 712 of 6 October 2020 of the Council of Ministers of the Republic of Bulgaria for designation of the Managing Authority, the Audit Authority and the Accounting Body;

and in compliance with:

- The Guide for identified applicants to develop and submit full project proposals (Call 1) under the Territorial Strategy of the INTERREG VI-A IPA Bulgaria Serbia Programme 2021-2027 (hereinafter refer to as Contracting Guide).

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

1) The purpose of the Contract is to award a subsidy, by the MA, for the implementation of the operation entitled “[**Full name of the project and its acronym, if applicable**]”, hereinafter referred to as “operation”, according to Decision No ... of the Monitoring Committee (MC) from [**date**].

2) The LP accepts the funding and takes responsibility for implementation of the operation as described in the Application form (*Annex I*) within the prescribed period of time according to the terms of the present Contract subject to the provisions of the European and national legislation.

3) The LP undertakes the obligation to implement the project in cooperation with the following partners:

**Partner 2:** [full official name],  
Address: [street No, postal code, city, country]

**Partner 3:** [full official name],  
Address: [street No, postal code, city, country]

**Partner 4:** [full official name],  
Address: [street No, postal code, city, country]

**Partner 5:** Add as many partners' sections identical with the above as needed

### Article 2 Duration of the contract

- 1) The subsidy contract shall enter into force on the date of its registration in the Registry system of the MA, following the signing by both parties.
- 2) The implementation period of the operation starts on the day following the date the Contract enters into force.
- 3) The implementation period of the operation is [...] **months** and is counted according to the Programme rules.
- 4) The LP has the obligation during the implementation period of the operation, as well as after the end of the implementation period of the operation, for a period of 5 (five) years after the date of the notification by the MA for verified amounts under the request for final payment, to preserve and to present to the Joint Secretariat (JS), MA, Accounting Body, Audit Authority, Group of Auditors, European Commission (EC) and any other body designated to perform controls on the use of the financing, all documents regarding the implementation of the operation (including the inventory for the actives gained as a result of using the funds)
- 5) The Contract shall end in 5 (five) years after the end date of the implementation period of the operation, stipulated in paragraph 3 of this article.

### Article 3 Budget of the operation

The total eligible amount of the operation, according to *Annex 1 (Approved application form, including Budget of the operation)*, is estimated at **EUR [amount] (amount in words)**, out of which:

EU contribution	National contribution BG	National contribution RS	Partners additional own contribution	Total
[amount] EUR	[amount] EUR	[amount] EUR	[amount] EUR	[amount] EUR

### Article 4 Amount of the contract

- 1) The total amount of the Contract (the subsidy) is estimated at **EUR [amount] (amount in words)**, representing the maximum total amount of EU and Bulgarian National contribution. In case of Bulgaria, the share of the national contribution comes from the national budget, while in case of Serbia – the national contribution is provided by the Serbian project partners.
- 2) The MA commits itself to transfer these funds to the LP in the limit of the available balance.

In case of insufficient funds, payment process is suspended until the Accounting Body credits the Programme's bank account with the necessary amounts.

- 3) The LP commits itself to support project additional own contribution (if any) when necessary to achieve project goals (as also indicated in the annex № 2 "Partnership and Co-financing statement") and the non-eligible expenditures.
- 4) In the event that, following the conclusion of the project's implementation period, the total eligible expenditures are less than the estimated total eligible amount specified in Article 3 of the Contract, the MA shall proportionally reduce the granted amount based on the certified amounts and considering its distribution among the project partners.
- 5) If the operation generates any profit during its implementation, the total eligible value of the operation will be reduced proportionately by the amount of the profit generated within that period.

#### **Article 5 Eligible expenditures**

- 1) Activities and related costs for the operation are eligible if they are stipulated in the budget of the operation (*Annex 1*), provided that they are necessary for the operation, are carried out during the implementation period of the operation. In case of interim payment, the expenditures are eligible if they are carried out during the respective reporting period and are paid before their validation by the controller, as explained in Article 8. In case of final payment, the expenditures are eligible if they are carried out during the respective reporting period and are paid no later than 45 (forty-five) calendar days after the end date of the implementation period of the operation.
- 2) The expenditures related to the operation are eligible, provided that they are in compliance with the applicable European and national legislation in force and provided that they observe the terms and conditions, stipulated in the present contract.
- 3) The project preparation costs shall be requested for verification and reimbursement only in the first request for reimbursement (first financial reporting period) of the Lead partner (*in a model for Request for payment annexed to the Project Implementation Manual*). As an exception from the provisions of paragraph 1, preparation costs are eligible if they are incurred not earlier than January 1, 2021.
- 4) Staff costs, Office and administrative costs and Travel and accommodation costs shall be reimbursed as a flat rate percentages in accordance with the Contracting Guide. For each project partner the flat rate percentages is stipulated in Annex 1.

#### **Article 6 State aid**

- 1) The provisions of Article 6 are applicable to the partner/s legally established on the territory of the Republic of Bulgaria.
- 2) According to Article 107 (ex. Article 87) of the Treaty on the Functioning of the European Union, state aid is defined as any aid granted by a Member State or through state resources in any form whatsoever which distorts or threatens to distort competition by favoring certain undertakings or the production of certain goods, therefore affecting trade between Member States. Within the (INTERREG VI-A) IPA Bulgaria Serbia Programme no state aid is granted. Public support given by the Programme to undertakings for activities of economic character is granted under the de minimis rule. In this case provisions of Commission Regulation (EU) No 2023/2831 of 13 December 2023 shall apply and Subsidy contract is the provision act that provide de minimis aid.
- 3) The Lead Partner and project partners are responsible for ensuring that activities are established and executed in compliance with both European and national legislation pertaining to competition. Additionally, they must ensure that the grant amount is utilized in accordance with regulations consistent with the principles of public procurement outlined in the Treaty on the Functioning of the European Union, which are also reflected in national legislation. Furthermore, adherence to the principle of inseparability of economic activities, as outlined in point 18 of the Commission Notice on the notion of State aid referenced in Article 107(1) of the Treaty on the Functioning of the European Union (2016/C 262/01), should be upheld.
- 4) In case a situation of distorting competition (or threatening to distort competition) by favouring certain undertakings arises during the implementation period of the operation, the Lead partner shall immediately notify the MA.
- 5) In case of de minimis for:

#### Project Partner

Without prejudice to paragraphs 3 and 4 of Article 6, EUR ... out of the total amount of the contract as per Article 4 is granted in the form of de minimis aid to Partner ... - ... for implementation of activity “...”.

#### Third parties

Without prejudice to paragraphs 3 and 4 of Article 6, up to EUR ... out of the total amount of the contract as per Article 4 is granted in the form of de minimis aid for implementation of activity “...” by Partner ... - ..... The LP is obliged to officially notify the MA about any undertaking, which is a final user of the aid, immediately but not later than the day following the date, when the legal right to receive the aid is conferred on the respective undertaking. The notification shall include as a minimum the name and national identification number of the undertaking, the exact amount of the aid, the date the aid was conferred, and a copy of the document governing the receipt of aid.

6) In case the Programme bodies find out that the Lead partner or any project partner has infringed the state aid rules, including false declarations regarding state aid, the MA is entitled to terminate the subsidy contract and to demand repayment of the amounts already paid in accordance with provisions of Article 20 of the subsidy contract and Article 37 of the State Aid Act.

7) The partner/s legally established on the territory of the Republic of Serbia shall follow the applicable national regulations regarding state aid.

### **Article 7 Reporting**

1) The LP submits project progress reports to the JS on a quarterly basis from the starting date of the project implementation period defined in Article 2.

2) The project progress reports include description of the implementation of the activities (*a model for Progress report is annexed to the Project Implementation Manual*) and have to be presented not later than 10 (ten) working days after the end of each quarter, even though no expenditures were incurred during the reporting period.

3) The final project progress report shall be submitted within 15 (fifteen) working days after the completion of the operation.

4) In case of request for clarifications and/or additional information, concerning submitted progress report, the LP is obliged to provide the requested information within 5 (five) working days after receiving of the request.

### **Article 8 Verification of expenditures by the controller**

1) The reimbursement of expenditures for execution of the operation is based on verifications by controllers and approval of the project progress report for the respective reporting period. The verification of the relevant documents related to expenditures is performed by the controllers before submission of the aggregated Request for payment by the LP (*in a model for Request for payment annexed to the Project Implementation Manual*).

2) The LP requests verification of expenditures on a six months basis after the starting date of the project implementation period. If no request for verification is submitted it will mean that no costs have been carried out during the respective reporting period by the project partners.

3) As an exception from the provisions of paragraph 2, the LP/PP may request verification of expenditures on a quarterly basis after the starting date of the project implementation period, provided that total amount of the expenditures made during the quarter by some of the project partners is at least 15 % of the total amount of the budget of the respective project partner/s as per *Annex 1*. The information concerning the expenditures made is provided by the LP in accordance

with Article 8, paragraph 4. The MA/National Authority does not assign National Controller for the project partners from the Bulgarian/ Serbian side whose expenditures for the reporting period are below 2 500 euro. By way of exception, a National Controller is assigned to a request for verification of expenditures when the abovementioned is a final request.

4) The LP must submit to the MA information for expenditures, subject to verification, in due format, and request for designation of controller/s (*in a model annexed to the Project Implementation Manual*) for all or for some of the project partners, not later than 10 (ten) working days after the end of the reporting period. By way of exception, the request for designation of the controller for the last reporting period can be submitted not later than 45 (forty five) calendar days after the end of the project implementation period.

5) The LP presents all documents to the designated controller and makes sure that all partners present their documents, in order to be verified before drafting and forwarding the Request for payment.

6) In case a need for clarifications and/or additional information and documents arises, the period for verification is suspended. Suspension shall take effect on the date when the request is sent. The remaining verification period shall start to run again from the date when the clarifications and/or additional information and documents are received.

## **Article 9 Requests for payment and reimbursement of the expenditures**

### **1) Advance payment**

1.1) The LP may request advance payment in two installments.

1.1.1) The LP may request the first installment of the advance payment at the rate of 10 % of the total amount of the subsidy contract as per Article 4, paragraph 1 after the contract enters into force. In order to receive the first installment of the advance payment, the LP must send a request for advance payment to the MA (*in a model for Request for payment annexed to the Project Implementation Manual*) no later than 45 (forty five) calendar days after the subsidy contract enters into force.

1.1.2) The LP may request the second installment of the advance payment at the rate of 10% of the total amount of the subsidy contract as per Article 4, paragraph 1 after one of the project partners awarded a sub-contract for investment activity. In order to receive the second installment of the advance payment, the LP must send a request for advance payment to the MA (*in a model for Request for payment annexed to the Project Implementation Manual*) and a copy of the notification letter to the successful tenderer or a copy of contract for investment activity.

1.2) Following the approval of the request for an advance payment and in accordance with Article 4, paragraph 2, the MA should transfer the amount in 20 (twenty) calendar days after receiving of the request.

## 2) Interim and final payments

2.1) The LP requests interim payments on six months basis after the starting date of the project implementation period provided that the respective expenditures are verified by controller/s. If no request for payment is submitted it will mean that no costs have been carried out during the respective reporting period by the project partners.

2.2) As an exception from the provisions of paragraph 2.1 the LP may request interim payments on quarterly basis after the starting date of the project implementation period in accordance with Article 8, paragraph 3 provided that the respective expenditures are verified by controller/s.

2.3) The LP may only request payments by providing proof of progress of the operation, as described in the *Annex 1*, through Progress reports submitted to the JS in accordance with the requirements of Article 7. The presence of approval by the JS of the respective Progress report is a necessary condition for verification of the expenditures by the MA.

2.4) The LP must submit to the MA the aggregated request for payment (*in a model for Request for payment annexed to the Project Implementation Manual*) and all supporting documents, not later than 5 (five) working days from the date of receipt of the documents proving verification of expenditures by controller/s from the project partner/s for which a controller is designated for the reporting period. The aggregated request for payment must include the expenditures for all project partners for the respective reporting period. If some of the project partners have not made any expenditure during the respective reporting period he should declare that to the LP in writing. The LP submits this declaration to the MA together with the request for payment.

2.5) The MA should verify the expenditures and transfer the established amount in 45 (forty-five) calendar days after receiving the request for payment in accordance with Article 4, paragraph 2. In case of Appeal declaration, submitted by the LP with the request for payment, the process of reimbursement of funds for the total operation is to be suspended for further clarifications and taking of final decision by the MA.

2.6) The MA may suspend the period for payment in case a need for clarifications and/or additional information and documents arises. Suspension shall take effect on the date when the request is sent by the MA. The MA may send the request for clarifications and/or additional information and documents through the electronic data exchange system of the Programme, by post or by e-mail. The remaining payment period shall start to run again from the date when the clarifications and/or additional information and documents are received.

2.7) The LP transfers the received IPA co-financing to the respective partner/s and Bulgarian national co-financing to the Bulgarian partner/s within 5 (five) working days/or within the period specified in *Project Partnership Agreement (Annex 2)* as of receiving the amounts from the MA.

2.8) Total amount of the advance payment and interim payments cannot exceed 80 % of the total value of the subsidy. Nevertheless, the total amount of the advance payment and interim payments per project partner cannot exceed 100 % of the project partner's total budget amount stipulated in the Application form. After the payments reached the 80 % of the subsidy the advance payment is covered with the verified expenditures (partially or entirely). The MA informs the LP that the verified expenditures are paid with the advance payment. When the entirely advance payment is covered with the verified expenditures the MA continues with the payment of the verified expenditures.

2.9) The request for a final (balance) payment should be made by the LP within 15 calendar days following the date of the final Certificate for Validation of Expenditure by the National Controller but not later than 110 calendar days after the project completion. In the request for final (balance) payment the LP should request for reimbursement the expenditures made for the remaining period to the end of the project implementation period as deducting the amount of the received advance payment.

### **Article 10 Rights and duties of the LP**

1) The LP guarantees that it is entitled to represent all partners participating in the operation and that it will strive towards establishing with the partners the division of the responsibilities regarding the operation in the form of agreement.

2) The LP lays down the arrangements for its relations with the partners participating in the operation in a *Project Partnership agreement (Annex 2)* comprising, inter alia, provisions guaranteeing the sound management of the funds allocated to the operation, including the arrangements for recovering amounts unduly paid.

3) The LP guarantees furthermore, that itself and all its partners have complied with all legal requirements and that all necessary approvals for the correct implementation of the operation have been obtained.

4) The LP ensures the implementation of the entire operation and shall:

1. Ensure compliance of the operation with the regulations referred to in the introduction to this contract, as well as with relevant European and national legislation;

2. Ensure that the expected outputs are delivered by the operation as set out in the Application form (Annex 1).

3. Ensure that the expenditure presented by the partners participating in the operation has been paid for the purpose of implementing the operation and corresponds to the activities agreed between the partners participating in the operation;

4. Transfer the relevant budget amount to the partners participating in the operation according to the *Project Partnership agreement (Annex 2)* and verified costs;



5. Inform the MA, within 5 (five) working days from the occurrence of such circumstances, if one of the disbursement conditions ceases to be met, or circumstances arise which entitle the MA to reduce payment or to demand repayment of the subsidy in whole or in part;

6. Inform the MA within 5 (five) working days from the occurrence of circumstances that may prevent implementation of the contract;

7. Ensure compliance of operation with the Union policies (such as those related to partnership and multi-level governance, promotion of equality between men and women, non-discrimination, accessibility for persons with disabilities, sustainable development, public procurement, state aid and environment rules);

8. Ensure that the provisions of Chapter 3 of Title VII of Part One of Regulation (EU, Euratom) 2018/1046 are strictly followed, when the LP or project partners have to conclude contracts in order to carry out the operation;

9. Ensure that all the partners select the final beneficiaries of the operation (representatives of target groups) by a transparent procedure;

10. Present and ensure that the partners present their expenditures to the controllers for verification (as per Article 8, paragraph 5);

11. Ensure that all partners have a proper analytical accounting system; the accounting system must be in line with the national legislation;

12. Observe and make sure that the partners observe the provisions of the Project Implementation Manual (published on the Programme website <https://ipa-bgr.mrrb.bg>);

5) The LP ensures that the controllers have verified the expenditures presented by the partners, participating in the operation.

6) The aggregated request for payment and the progress report contain information consolidated by the LP at operation level; thus, the LP presents aggregated request for payment and project progress reports, being responsible for collecting documents and information from each partner.

7) The LP ensures the strict observance of the terms specified in Art. 7, Art. 8 and Art. 9 of this contract in connection with the submission of project progress report, request for verification of expenditures by the controller and the submission of requests for payment.

8) LP is liable towards the MA to ensure that all of its partners have a legal status, that they have capacity to manage the operation, that they observe the rules for implementation of the project. Moreover, the LP is liable towards the MA to ensure that its partners fulfill their obligations under this Contract. The LP is also liable towards the MA for all irregularities, even those committed by the partners.

9) The LP answers to all written requests from the MA, JS or other bodies involved in the implementation of the Programme, within the deadline stipulated in the respective request. In case such request refers to additional implementation reports, the LP is responsible for gathering the

information from all partners in due time.

10) The LP and its partner/s take full responsibility for the damages, caused to third parties from its own fault, during the implementation of the operation. The MA has no responsibility for the damages, caused to third parties, as a result of executing the Contract.

11) The Lead Partner and its partner/s must not receive or have received money from other Programmes or public financing for the same operation (“double financing”). If in the process of the project implementation it becomes clear that the operation has been financed by any other source of financing, the LP should inform the MA within 5 (five) calendar days since the circumstance had been come to know.

12) Any results or rights, related to the operation, including author’s rights and/or any other intellectual or industrial property rights, obtained from the implementation or as a result of the implementation of the Contract, except the cases where such rights exist before the Contract, shall represent the property of the LP and his partners, as the case may be.

13) The LP and its partner/s cannot mortgage or impose any other form of bank guarantee on the goods, purchased from the financing throughout the implementation period of the operation and 5 (five) years after the end date of the implementation.

14) The LP and its partner/s cannot sell or otherwise transfer in any form the goods, purchased from the financing, throughout the period as mentioned in Article 2, paragraph 5 or throughout their life period, as it is stipulated by the national legislation, if this period is shorter than the implementation period of the operation. In case the project envisages direct use of supplied assets/goods by representatives of target groups, the respective project partner should ensure this use without transferring of the assets to third parties. In case of need for change/replacement of assets/goods, purchased from the financing, during the implementation period of the operation, including 5 (five) years after the closing of the implementation period, the LP and its partner/s shall ensure that the change/replacement is properly documented and the respective documents are retained for audit and control purposes for the period specified in Article 2, paragraph 4.

15) The LP understands and agrees that the MA may delegate rights to the JS and/or National Authority (NA) and therefore the LP agrees to cooperate with the JS and/or NA in the same way as with the MA.

16) The LP must have a separate bank account for the operation, according to the national legislation.

### **Article 11 Rights and duties of the MA**

- 1) The MA has the obligation to support the LP by providing necessary information and clarifications for the implementation of the operation.
- 2) The MA has the obligation to reply to any written solicitation from the LP, within 30 (thirty) calendar days from the date of receiving the request.
- 3) The MA ensures the technical and financial monitoring of the operation.
- 4) The MA has the right to decide on the eligibility of expenditure, related to the aggregated request for payment.
- 5) The MA shall officially authorize all eligible expenditures related to the aggregated request for payment, submitted by the LP.
- 6) The MA has the obligation to inform the LP regarding the reports, conclusions and recommendations, made by the European Commission, which may affect the implementation of the Contract.
- 7) The MA shall reimburse the expenditures, according to the provision in official rules, issued by the Accounting Body.
- 8) The MA may refuse to reimburse costs in cases of non-compliance with the deadlines specified Art. 7, Art. 8 and Art. 9 of this contract in connection with the submission by the LP of project progress report, request for verification of expenditures by the controller and the submission of requests for payment.
- 9) In case one of the obligations of the LP, as specified in art.10, is not fulfilled, the MA may suspend the execution of the Contract. The contract may be also suspended by the MA at the request of the LP in case of unfavorable or emergency situations, which prevent execution of the contract or make it very difficult.
- 10) In case of suspending the Contract, the MA shall notify the LP regarding this decision, duration of the suspension period, the proposed corrective measures and the related financial measures. The MA shall also notify the LP if the suspension period is cancelled prior to the initially set deadline. Project activities shall not be carried out during the suspension period. The related expenditures for activities implemented during the suspension period are not eligible for verification and reimbursement from the subsidy.
- 11) The MA may delegate rights to the JS and/or NA, therefore the JS and/or NA may act in the name and on behalf of MA.

## **Article 12 Publicity**

- 1) The LP is responsible for the implementation of the information and publicity activities, related to the financial assistance received under the Programme, and ensures that all partners inform the public, by means of the measures laid down in Article 36 of Regulation (EU) 2021/1059, concerning the financial assistance obtained from the Funds.
- 2) The LP ensures that all partners observe the rules of publicity, laid down in the Project Implementation Manual. All partners have obligation to provide correct information for the implementation of all visualization and publicity activities.

### **Article 13 Ownership/use of results and assets**

- 1) Ownership of, and title and intellectual and industrial property rights to, the project's results, reports and other documents relating to it shall be vested in the LP and project partners.
- 2) Without prejudice to paragraph 1, the LP grants the MA the right to use the results of the operation as it deems fit, provided it does not breach their confidentiality obligations or intellectual and industrial property rights.
- 3) The LP and project partners have an obligation to ensure the sustainability of the operation results in conditions and ownership as per the conditions in *Annex I*, but not less than 5 (five) years after completion of the implementation period of the operation.
- 4) Without prejudicing the right of MA to act accordingly if lack of sustainability of results achieved and/or assets gained are detected by a competent authority, in a time following completion of the action, but not later than 5 (five) years of its ending, MA may request partially or fully recovery of the amount granted, based on the damages and omissions occurred.

### **Article 14 Confidentiality**

- 1) The MA and the LP undertake to preserve the confidentiality of any document, information or other material communicated to them in confidence until at least 5 (five) years after the official end date of the Programme.
- 2) As an exception from the rules, provided in the previous paragraph, the data used for publicity purposes for informing on and promoting the use of IPA III funds shall not be considered as having confidential status.
- 3) Releasing any information to persons, involved in implementing / verifying / controlling / auditing the operation shall be performed on confidential basis and shall only cover the information, that is necessary for implementing of the operation.
- 4) The contracting party shall bear no responsibility for releasing information on the Contract in

case:

- a. the information was released with the written agreement of the other contracting party; or
- b. the contracting party has legal obligation to release the information.

5) Failing to observe the confidentiality obligation gives the non-breaching party the right to claim compensations from the breaching party.

### **Article 15 Conflict of interest**

1) In the Contract, the conflict of interests in the meaning of Article 61 of Regulation 2018/1046 represents any impartial and objective exercise of the functions of a financial actor or other person is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect personal interest.

2) The parties take upon themselves to take all necessary measures in order to avoid any conflict of interest and to keep each other informed on any circumstances that have generated or may generate such a conflict. Any precondition or suspicion of conflict of interest that arises during the implementation of the contract shall be immediately reported to the MA. Any non-compliance with the described above could lead to negative findings and financial corrections. The LP has also the obligation to inform all project partners to avoid any conflict of interest and that any such case shall be immediately reported to the MA.

### **Article 16 Irregularities, fraud and reimbursement of the funding**

1) “Irregularity” according to Article 2, paragraph 31 of Regulation (EU) No 1060/2021 of the European parliament and of the Council of 24 June 2021, means any breach of applicable law, resulting from an act or omission by an economic operator, which has, or would have, the effect of prejudicing the budget of the Union by charging unjustified expenditure to that budget of the Union.

2) “Suspected fraud” is an irregularity giving rise to the initiation of administrative or judicial proceedings at national level in order to establish the presence of intentional behaviour, in particular fraud, as referred to in point (a) of Article 1(1) of the Convention drawn up on the basis of Article K.3 of the Treaty on European Union, on the protection of the European Communities' financial interests and represent any intentional act or omission relating to:

- the use or presentation of false, incorrect or incomplete statements or documents, which has as its effect the misappropriation or wrongful retention of funds from the general budget of the European Communities or budgets managed by, or on behalf of, the European Communities;
- non-disclosure of information in violation of a specific obligation, with the same effect;

- the misapplication of such funds for purposes other than those for which they were originally granted.
- 3) In case of irregularity committed by the LP, the MA may impose to the LP, in written, all the necessary measures for the elimination or diminishing of the consequences on the implementation of the operation.
  - 4) The MA may suspend or terminate the Contract in case the partners fail to take the measures imposed.
  - 5) The MA takes the decision for suspending/terminating the contract, after verifying the reasons presented by the LP and/or JS and the related documents.
  - 6) In case an irregularity is committed, the LP is responsible for reimbursing the entire amount to the MA (including the charged interest, if any), even if the irregularity was committed by one of the partners. For the irregularities committed by a partner, the LP is entitled to request these amounts from the responsible partner in order to pay them to the MA.
  - 7) In case the Contract shall be terminated, the MA notifies the LP regarding this decision and the related financial measures. In this case, upon MA's request and within 30 (thirty) calendar days as of the receiving date of the notification, the LP has obligation to return the amounts that the notification refers to, including the accrued interest on the received payments.
  - 8) If the LP does not manage to recover the unduly paid amount from the partner/s, it will inform the MA and will send all necessary documents and evidence for correspondence with the partner/s for the MA to be able to take all necessary measures stipulated by the legislation in force. In case the respective partner is located on the territory of the Republic of Serbia, the MA is entitled to initiate the respective procedure according to the national legislation for recovery of the unduly paid amounts.
  - 9) In case the irregularity is discovered before the final payment, the MA may decide to diminish the reimbursable amount starting with the next payment until the total recovery of the debt.
  - 10) In case the irregularity resulting in an unduly paid amount is discovered after the final payment or the debt was not entirely recovered, the MA shall notify the LP regarding the unduly paid amount, and the LP has the obligation to return the amount, within 30 (thirty) calendar days as of the receiving date of the notification.
  - 11) Any extra payment done by the MA is considered unduly paid amount, and the LP has to repay the respective amounts within 30 (thirty) calendar days as of the receiving date of the notification from the MA. If the LP does not manage to recover the unduly paid amount from the partner/s, provisions of paragraph 8 from this article shall apply.
  - 12) Starting the 31st day as of the expiry of the deadlines stipulated at paragraphs 7, 10, 11 an interest rate bigger with two points than the rate applied by the European Central Bank as in force

on the first working day from the month of the deadline date shall be applied to the owned amounts.

13) The LP shall pay the bank charges resulting from the reimbursement of the amounts to the MA.

14) The MA has the right to apply financial corrections in case when the LP /project partner/s failed to comply with the respective procurement rules.

### **Article 17 Audit, control and evaluation of the operation**

1) The responsible auditing bodies of the EU and the two partner states and, within their responsibility, the Audit Authority from Bulgaria and the Group of Auditors as well as the MA are entitled to audit the proper use of funds by the LP or by its partners or arrange for such an audit to be carried out by authorized persons.

2) A system for verification of expenditures by controllers has been established both in Bulgaria and Serbia in order to check the expenditure made by the project partners from each country. Therefore, each partner country has the obligation to ensure that expenditures are checked and validated by a controller from the country on whose territory the project partner is located, so the aggregated request for payment to be submitted by the LP to the MA in due time.

3) The MA is entitled to verify and to control the proper use of funds by the LP or by its partners. The verifications to be carried out by the MA shall cover administrative, financial, technical and physical aspects of operation, as appropriate. The MA shall be responsible for the control of the proper use of funds by the LP or by its partners, in particular through preventing, detecting and correcting irregularities and recovering amounts unduly paid together with interest on late payments where appropriate.

4) The LP will provide all documents required for the audit, control or evaluation, provide necessary information and give access to its premises. The LP and its partners are at all times obliged to retain for audit and control purposes all files, documents and data about the operation for the period specified in Article 2, paragraph 4. The documents must be properly archived.

5) For all information and publicity actions, developed by the partners, the LP must ensure that they archive in a single place (hard copy and/or electronically) the documents, related to these activities (including information and publicity materials they produced: printed materials, audio-video materials, etc.).

6) The LP and all of the partners are obligated to respect the recommendations, received as result of inspections by the control authorities; otherwise the MA has the right to terminate the Contract.

### **Article 18 Assignment, legal succession**

- 1) The LP cannot renounce totally or partially the rights and obligations resulted from the present contract unless it has the clear agreement of the MA and of the Monitoring Committee.
- 2) In case of legal succession the LP shall notify the MA about any change with 15 (fifteen) working days beforehand.

### **Article 19 Amendment**

- 1) Modifications to the Contract must be duly justified and shall be subject to approval by the Monitoring Committee, and will be operated by an addendum to the Contract. In this case, the MA may decide to suspend the implementation of the operation until the MC decision is taken.
- 2) Modifications of the Contract or of the operation, that were agreed by both parties, cannot, under any circumstance, lead to the increase of the subsidy and/or of the percent it represents from the total eligible amount of the operation specified in article 3 of the Contract.
- 3) The addendum becomes effective on the day of its registration in the Registry system of the MA, following the signing by both parties, except in the case the addendum confirms modifications in the European/national applicable legislation with impact on the implementation of the Contract, when the modifications become effective from the specific date.
- 4) As an exception from the provisions of paragraph 1, the following changes may be made in Budget categories which shall be reimbursed on a real cost basis, upon request by the LP and previous approval by the MA:
  1. budget changes inside a cost category, with request to the MA, before the expenditures to be made and as long as the total amount of the budget category remains unchanged and the major issues of the operation are not affected;
  2. budget changes between cost categories in a limit of 20% of the smaller budget category, with request to the MA before the expenditures to be made and as long as the budget of the respective partner remains unchanged and the major issues of the operation are not affected.
- 5) As an exception from the provisions of paragraph 1, additional own co-financing may be added to the budget of the operation upon request by the LP, approval by the MA and signature of an addendum.
- 6) As an exception from the provisions of paragraph 1, the LP may make the following changes by notification:
  1. changes in the project content (*Annex I*) which do not affect the objectives and outputs of the operation;
  2. changes of address, contact details, bank account.



7) The parties inform on the initiation to amend the present Contract with minimum 30 (thirty) calendar days before the amendment is intended to enter into force.

### **Article 20 Termination**

- 1) The present contract may be terminated by written mutual agreement of the parties.
- 2) Any breach of the provisions of the Contract may result in termination of the Contract by the MA and in reimbursement of the financing and the repayment of unduly paid amounts from the LP.
- 3) The MA is entitled to terminate the Contract, without any other formality, and to demand repayment of the amounts already paid, if:
  1. The MA finds an inconsistency between the reality and the declarations of the LP in the application form, regarding the financing of the operation from European or national public funds, or regarding the financing from other national or European Programmes; or
  2. The MA finds that the subsidy awarded has been partially or entirely misapplied for purposes other than those agreed upon herein; or
  3. The MA finds that insolvency proceedings are instituted against LP and/or any other project partner, provided that this appears to prevent or risk the implementation of the operation, or
  4. The LP closes down; or
  5. In case of legal succession the legal successor does not comply with the eligibility criteria laid down for the LP; or
  6. The MA finds that, during the implementation period of the operation, including 5 (five) years after the closing of the implementation period, the LP or any project partner wholly or partly sells, leases or lets the operation/goods purchased from the financing granted herein to a third party; or
  7. The MA decides that the operation is no longer eligible, if during its implementation, including 5 (five) years after the closing of the implementation period, some modifications appear that affect the implementation conditions / create for a third party an unjustified advantage, and the modification is the result of a change in the nature of the property/ ceasing/ change of the location of the operation; or
  8. The MA finds that the LP made false declarations regarding the VAT eligibility; or
  9. The MA finds that the LP failed to notify the MA in the deadline on a case of double financing or conflict of interests or the necessary measures for correction / ending such a situation were not taken; or
  10. The MA finds out that the Lead partner or any project partner has infringed the state aid rules, including, false declarations regarding state aid; or
  11. The MA finds that the LP failed to notify the MA for any profit generates during the lifespan of the project.

- 4) The MA is entitled to terminate the Contract, after a previous conciliation procedure failed, and to demand repayment of the amounts already paid if:
1. The operation has not been or cannot be implemented in a manner that the MA considers appropriate with the goal of the operation; or
  2. The LP has failed to submit within the deadlines required reports or proofs, or to supply necessary information within the set deadline and has not justified these delays; or
  3. The LP or the partners has/have impeded or prevented the auditing or control; or the recommendations resulted from the audit and control missions are not observed; or
  4. An irregularity is discovered at the LP /partner level; or
  5. The LP has failed to meet any other conditions or requirements, stipulated in this contract; or
  6. The LP did not submit Progress report or Request for payment for two consecutive deadlines.
- 5) The Contract may be terminated by request from the LP, in case it falls in situation in which the procedure for withdrawal of project partner cannot be followed or any other obstacles for the proper implementation of the operation occurred. In this case the LP must inform the MA immediately after the situation occurred.
- 6) MA has the right to terminate the Contract, without any notice, if the European Commission withdraws the financing of the project. In this case MA is not obliged to pay any compensation to LP.
- 7) If termination takes effect before the entire amount of the subsidy is paid to the LP, the payments will cease and the MA will not consider further requests from the LP for reimbursement of the remaining part of the amount.
- 8) In case of termination of the Contract, the LP is obliged to transfer the repayment amount to the MA. The repayment amount is due within 30 (thirty) calendar days, following the date of the letter by which the MA asserts the repayment claim; the due date will be stated explicitly in the order for recovery. In case of non-payment at the due date, penalties of one and a half point above the rate applied by the European Central Bank from the first working day from the month of the deadline shall be applied to the owed amounts. These penalties will not be supported from the contract value (they are non-eligible expenditure). The provisions stipulated in Article 16, paragraph 8 apply for the reimbursement. The contract can be formally terminated after the repayment amount is transferred to the MA.
- 8) In exceptional and duly justified cases, including the occurrence of “force majeure”, the MA may decide on terminating the Contract by a written notification, without requesting the reimbursement of the already paid amounts or a part of them.

## **Article 21 Force majeure**

- 1) According to the present subsidy contract, the “force majeure” represents any unpredictable and insurmountable event, occurred after the signing of the present contract and that prevents the total or the partial execution of the contract. There are considered cases of “force majeure”: wars, natural calamities, general strikes, insurrections, revolts, epidemics, earthquakes, floods and other similar events that cannot be attributed to any party /bonded by /of/ the Contract. The “force majeure” exonerates the parties of the responsibility for not executing partially or totally the obligations stipulated in the Contract during the period they appear and only if the events were properly notified. It is not considered to be “force majeure” an event similar to those presented above, that, without creating an impossibility of execution, makes the execution of the obligations very difficult for one of the parties.
- 2) The party, stating that there is a case of “force majeure”, has the obligation to notify the other party in 5 (five) calendar days from the date of the case of “force majeure” and to prove the existence of the reality of this situation in 15 (fifteen) calendar days. In case the “force majeure” discontinue this fact must be notified to the other party in 5 (five) calendar days.
- 3) The responsible party will take all costs if the notification procedure is not observed.
- 4) The execution of the contract is suspended during the period of “force majeure”.
- 5) In case the Contract must be suspended under this reason for a period longer than 3 (three) months, the MA has the right to decide the continuation / modification / termination of the contract.

## **Article 22 Correspondence**

- 1) To the effect of this Contract, the partners shall choose headquarters at the addresses mentioned below, where any official notifications can be lawfully delivered. Any communication relating to the Contract shall be in writing, state the number and title of the operation and be sent to the following addresses:

### **Managing Authority**

*Territorial Cooperation Management Directorate  
Ministry of Regional Development and Public Works  
17-19 Sv. Sv. Kiril and Metodiy Str.  
1202 Sofia, Bulgaria  
e-mail: [ma\\_ipacbc@mrrb.government.bg](mailto:ma_ipacbc@mrrb.government.bg)*

### **Joint Secretariat**

*Joint Secretariat under (Interreg VI-A) IPA Bulgaria Serbia Programme*

*Ministry of Regional Development and Public Works  
9 Stefan Karadzha St. Offices 3 and 3A, floor 1  
1000 Sofia, Bulgaria  
Tel: +359 2 9405 666  
e-mail: [js\\_sofia@mrrb.government.bg](mailto:js_sofia@mrrb.government.bg)*

**Lead Partner**

*Name of organization: .....*

*Address: .....*

*Tel.: .....*

*e-mail: .....*

- 2) All correspondence between the MA/JS and the LP shall be done in English.
- 3) The official correspondence between the parties shall be done through the electronic data exchange system of the Programme, regular mail or email. The parties agree that the documents submitted by any of the above means are regarded officially sent.
- 4) Notification for any change of headquarters shall be forwarded to the other party of this contract within 15 (fifteen) calendar days following the change of address.

**Article 23 Final provisions**

- 1) In case a dispute arises between the MA and the LP regarding implementation of the Contract, a friendly conciliation shall be attempted. The competent legal authorities of Republic of Bulgaria shall solve the dispute in case no mutual agreement can be reached.
- 2) The Contract is governed by the Bulgarian law.
- 3) The Contract forces the parties to observe in whole and with good faith every provision, according to the principle of the bindery legal force of the Contract between parties.

**Article 24 Signatures**

- 1) This Subsidy contract is issued in two copies in English language, one for the LP and one for the MA/JS and one copy in Bulgarian language for the MA.
- 2) In the event of conflict between the provisions of the English version and those of the Bulgarian version, the provisions of the English version will take precedence.
- 3) The LP shall provide a copy of the Subsidy contract and its annexes to each partner.
- 4) The following annexes are integral part of the Contract:

*Annex 1: Approved application form including Budget of the operation*

*Annex 2: Signed Project Partnership Agreement*

*Annex 3: Financial identification form*

*Annex 4: Declarations (Annexes 1 to 6 to the Contracting Guide), Legal Status, Lack of obligations*

*Annex 5: Others*

**Managing Authority**

**Lead Partner**

*1. Name:*

*Name:*

*Signature*

*Signature*

*Date*

*Date*

*Stamp*

*Stamp*

*2. Name:*

*Signature*

*Date*

## MEASURES FOR MONITORING AND CONTROL OF THE ENVIRONMENTAL IMPACT

*Conditions and recommendations for the provisions of measures for monitoring and control of the environmental impact in project proposals as set out in the Opinion on Environmental Assessment (EA) No. 13-6/2022 of the Minister of Environment and Water for the INTERREG VI-A IPA Bulgaria – Serbia 2021-2027 Programme and the Integrated Territorial Strategy (ITS)*

*(Excerpt from the document related to the periods of preparation of project proposals, their approval, before the implementation of the projects, and before the commencement of construction activities)*

### **I. Measures and conditions to prevent, mitigate and compensate as fully as possible for the adverse effects of the implementation of the Programme for the period 2021-2027, co-financed under the Instrument for Pre-Accession Assistance between the Republic of Bulgaria and the Republic of Serbia and the ITS**

**The following measures and conditions shall be fulfilled in the implementation of the Programme and/or the ITS:**

#### ***General measures:***

1. Plans, programs, projects and investment proposals under the Programme for the period 2021 - 2027, co-financed under the Instrument for pre-accession assistance between the Republic of Bulgaria and the Republic of Serbia and ITS, shall be approved only after the competent environmental authorities have issued a decision in accordance with Chapter Six of the Environmental Protection Act and/or Article 31 of the Biological Diversity Act and in compliance with the conditions of the measures in the respective act.
2. Investment proposals resulting from measures and activities under the Programme and the ITS shall comply with the spatial plans in force in the territory concerned, as well as national, regional and local strategic, planning and regulatory documents, other available planned projects with similar and/or overlapping activities, in order to achieve the necessary synchronisation in the implementation of the project procedures by the institutions and bodies involved.

#### ***Climate Change Adaptation***

3. When implementing relevant activities related to the construction and development of sites, facilities and infrastructure, to take into account measures from current strategic documents on adaptation to climate change and provide measures to ensure the sustainability of projects and the reduction of greenhouse gases.

#### ***Ambient air***

Priority approval for the implementation of production activities/technological upgrades complying with best available techniques in order to comply with international commitments under the Göteborg Protocol to the Convention on Long-range Transboundary Air Pollution and the Reduction of Air Pollutants.

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***Water, water protection zones and flood risk***

4. Investment proposals, plans, programs, and projects should be implemented in accordance with existing river basin management plans, flood risk management plans, the Water Act, and its secondary legislation, as well as in line with the available updates of RBMP and FRMP for the period 2021-2027
5. Projects should envisage measures for preventing the deterioration of the surface water and WPAs condition, in accordance with the requirements of Art. 116 of the Law on Water of the Republic of Bulgaria as well as the Water Law of the Republic of Serbia.
6. Taking measures and technological decisions to prevent the accidental contamination of surface water.

***Soils***

7. The design of the new sites should include the necessary activities and measures for conservation of soil resources and reclamation in order to prevent the occurrence of erosion processes and maximum restoration of disturbed lands.
8. During the implementation of the construction activities, measures shall be taken to protect the soil resources, preliminary removal of the humus soil and its proper utilization for reclamation purposes.

***Plants, wildlife, protected areas and protected territories, landscape***

9. Tourism development projects to be implemented in accordance with the recreational load and absorption capacity standards of the environment, and in compliance with the status of the territory.
10. As part of the project proposals for tourism development under Specific Objective 2 of ITS it is required to ensure the implementation of information campaigns to promote biodiversity in the region and raise awareness about its value and benefits for ecosystems and the lives of the local population.
11. The promotion of tourism products and sites under Measure 2.3 of the ITS should take into account the regimes of protected areas and protected territories in the region. Within their scope, the relevant prohibitions and recommendations reflected in the order issued for the area concerned should be applied and observed.

***Cultural and historical heritage***

11. Investment proposals, plans and programs to be implemented after a positive opinion of the competent authorities for the protection of cultural heritage, in accordance with the regimes for the protection of sites and the applicable regulations. In the presence of construction activities in areas with registered cultural properties, the respective to be carried out under the control of competent persons (determined or eligible under the relevant national legislation).

***Hazardous chemicals and risk of major accidents***

12. In the event that the construction of new or changes to an existing plant and/or facility with low or high risk potential is envisaged, as well as in the planning of new works, including the construction of transport roads, residential areas, public works in the

vicinity of existing plants and/or facilities with low or high risk potential, where deployment or new works may be a source of or increase the dangers or consequences of a major accident occurring in those plants/facilities, it is necessary to:

- 12.1. Ensure safe distances of the enterprise and/or facility to residential areas, public places and areas, recreational areas and, where possible, large transport roads.
- 12.2. Maintain safe distances of establishments and/or facilities with low or high risk potential or other appropriate measures to areas of particular conservation sensitivity or interest and cultural and historical heritage sites in the vicinity of establishments, where appropriate, in order to protect them.
- 12.3. Taking additional technical measures to mitigate risks to human health and the environment in the case of existing establishments and/or facilities with low and high risk potential.

***Population, human health, health and hygiene aspects of the environment***

13. When planning and implementing investment proposals, their location should be consistent with the current spatial planning decisions and provisions for the development of settlements, and should not allow the implementation to lead to negative impact on residential areas, recreational and sports areas, recreational and resort zones and other sites subject to health protection.

<b>Measure for monitoring and control</b>	<b>Indicators</b>	<b>Period/Body responsible for carrying out</b>
For measures and activities of an investment nature, take into account the relevant climate change adaptation objectives, guidelines and measures to ensure their sustainability.	<ul style="list-style-type: none"> <li>○ Envisaged Measures for sustainability in the project proposal;</li> <li>○ Instances of disruption to objects, facilities, or infrastructure from extreme events - a result of climate change";</li> </ul>	<ul style="list-style-type: none"> <li>○ Upon approval of the project proposals/ Managing authority, National authority</li> <li>○ After putting into operation/ Beneficiaries</li> </ul>
Prevention of deterioration of the status of water bodies in the implementation of project proposals of an investment nature in the vicinity of such sites or related to the use/impact of water bodies	Surface and/or groundwater monitoring data, if prescribed by the competent authorities for the specific project proposal	During construction and operation in accordance with the frequency defined in the own monitoring plan/ Beneficiaries
Eligibility of the project proposals with investment character to the current RBMPs and FRMPs .	Existence of an opinion from the competent authorities	Prior to the start of the project implementation/ Beneficiaries
Prevention of contamination of water bodies in emergency situations	<ul style="list-style-type: none"> <li>○ Envisaged preventative measures ;</li> <li>○ Number of emergency situations - actions taken</li> </ul>	<ul style="list-style-type: none"> <li>○ During the preparation of the project proposal/ Beneficiaries</li> <li>○ Periodically/beneficiaries</li> </ul>



Compliance with adopted management regimes for protected areas, including limiting the likelihood of negative impacts on protected areas and conservation priorities therein	Approved investment projects on the territory of protected areas occupied (decares); Method of adjustment of the control modes.	Periodically/beneficiaries
Prevention of disturbance/damage/destruction of valuable plant species as well as animal species and their habitats	EIA/EA/CA procedures conducted (where applicable) Implementation of measures from EIA/EA/CA final deeds (when foreseen for biodiversity)	Periodically/beneficiaries
Prevention of damage/disruption/destruction to cultural values – archaeological objects during the construction of facilities and infrastructure.	Existence of a coherent opinion by a competent authority.  Existence of a competent, authorised person at the time of construction	Before commencing construction activities/ beneficiaries.  During construction works/ Beneficiary
Increasing the degree of climate neutrality of the local economy.	Number of objects for which climate has been achieved neutrality	After entering the exploitation/ Managing authority, beneficiaries
Promoting the transition to a circular and resource-efficient economy and an information system for reliable waste data	<ul style="list-style-type: none"> <li>○ Number of objects with an implemented measure for efficient resource utilization or reuse of waste or wastewater;</li> <li>○ Cubic meters of reused waste, cubic meters of reused wastewater.</li> </ul>	After entering the exploitation/ Managing authority, beneficiaries

## PROGRAMS' INDICATORS FICHES

### PRIORITY 2 "Integrated development of the border region"

#### OUTPUT INDICATORS:

<b>Indicator code</b>	<b>RC084</b>
<b>Indicator name</b>	<b>Pilot actions developed jointly and implemented in projects</b>
Type of use at project level	<b>Mandatory</b> Applicants need to set 1 as final target, selected only together with output indicator RCO116 "Jointly developed solutions" and result indicator RCR104 "Solutions taken up or up-scaled by organisations".
Definition	The purpose of this indicator is to empower project partners from both sides of the border to embrace, develop and test new approaches, products, techniques to boost the regional competitiveness of the cross-border region by stepping on its territorial potentials in the tourism area.  The scope of a jointly developed pilot action could be to test procedures, new instruments, solutions, experimentation or the transfer of practices in the field of tourism. In order to be counted by this indicator,  1) the pilot action needs not only to be developed, but also implemented within the project  <b>and</b>  2) the implementation of the pilot action should be finalised by the end of the project.  Each project will be counted as one pilot action.  Jointly developed pilot action implies the involvement of minimum two project partners where each is registered in either of the two eligible partner countries.
Target (2029) – at programme level	21
Reporting at project level	In the project progress report, upon implementation of the pilot action.

<b>Indicator code</b>	<b>RCO116</b>
<b>Indicator name</b>	<b>Jointly developed solutions</b>
Type of use at project level	<b>Mandatory</b> Applicants need to set 1 (one) as final target, selected only together with output indicator RCO84 "Pilot actions developed jointly and implemented in projects" and result indicator RCR 104 "Solutions taken up or up-scaled by organisations".
Definition	The purpose of this indicator is to empower project partners from both

	<p>sides of the border to embrace, develop and test new solutions to boost the regional competitiveness of the cross-border region by stepping on its territorial potentials in the tourism area.</p> <p>In order for a jointly developed solution to be counted, its documentary evidence, at minimum, should comprise of:</p> <ul style="list-style-type: none"> <li>- a vision/strategy/plan to address the SO objective linked with identified common territorial challenges;</li> <li>- drafting and design process of the solution/s followed by their implementation;</li> <li>- indications of the actions needed for the solution/s to be taken up or to be up scaled.</li> </ul> <p>The solutions within funded projects need to tackle issues of increasing the tourism attractiveness of the CBC region based on the related potentials, by means of (list is only indicative):</p> <ul style="list-style-type: none"> <li>- restoration, preservation, exposition of cultural heritage and natural sites, avoiding however heritage and tourism commodification;</li> <li>- strengthening the links between natural and cultural sites, including their connecting and mobility network, avoiding the pursuit of heritage and tourism commodification;</li> <li>- developing tourism products and services based on needs and trends;</li> <li>- training of tourism staff;</li> <li>- improving CBC tourism marketing and branding practices</li> </ul> <p>In order to avoid double counting the solutions relevant for this indicator should not have the main topics linked to administrative or legal frameworks.</p> <p>The main topic of the solution should be linked with the thematic scope of the pursued Specific objective.</p> <p>Each successfully implemented project is assumed to produce 1 (one) solution to clearly identified programme territorial challenge/s.</p> <p>Jointly developed solution implies the involvement of organizations from each of the two partner countries in the drafting and design process of the solution.</p>
<p>Target (2029) at programme level</p>	<p>21</p>
<p>Reporting at project level</p>	<p>In the project progress report, upon provided proofs of achieved solution to clearly identified programme territorial challenge/s.</p>

<b>Indicator code</b>	<b>RC058</b>
<b>Indicator name</b>	<b>Dedicated cycling infrastructure supported</b>
Type of use at project level	<b>Optional</b> Applicants need to set their own forecast of a target value.
Definition	The indicator will measure the length (km) of dedicated cycling infrastructure newly built or significantly upgraded by projects supported. Dedicated cycling infrastructure includes cycling facilities separated from other roads or other parts of the same road by structural means, cycling streets, cycling tunnels etc. For cycling infrastructure with separated one way lanes (ex: on each side of a road), the length is measured as lane length.
Target (2029) at programme level	6 km
Reporting at project level	In the project progress report

<b>Indicator code</b>	<b>RC077</b>
<b>Indicator name</b>	<b>Number of cultural and tourism sites supported</b>
Type of use at project level	Optional Applicants need to set their own forecast of a target value.
Definition	It is expected that most of the supported actions will envisage some interventions linked with cross-border cultural and tourism sites. As the name of the indicator suggests, it will count only physical investments, i.e. interventions that lead to creation of new, improved or rehabilitated existent infrastructure of tourism and cultural significance for the programme area.
Target (2029) at programme level	12
Reporting at project level	In the project progress report

<b>Indicator code</b>	<b>RC074</b>
<b>Indicator name</b>	<b>Population covered by projects in the framework of strategies for integrated territorial development</b>
Type of use at project level	Mandatory Applicants need to set their own forecast of a target value.
Definition	Number of persons covered by projects supported in the framework of strategies for integrated territorial development.
Target (2029) at programme level	980 000
Reporting at project level	In the project progress report

**RESULT INDICATORS:**

<b>Indicator code</b>	<b>RCR104</b>
<b>Indicator name</b>	<b>Solutions taken up or up-scaled by organisations</b>
Type of use at project level	<b>Mandatory.</b> It should be used together with output indicators RCO84 and RCO116.
Definition	<p>The indicator counts the number of solutions, other than legal or administrative solutions, that are developed by supported projects and are taken up or up-scaled during the implementation of the project.</p> <p>Concrete solutions, resulting from cooperation and activities within funded projects, should support the regional competitiveness of the cross-border region based on streamline the utilization of the tourism resources and improve cross-border tourism marketing and branding practices.</p> <p>Uptake refers to adoption or implementation of the solution.</p> <p>Upscale refers to: upgrade or improvement of the solution, or to extend the scope of the solution, e.g. from local to regional level, from the technical to the policy level.</p> <p>Also, the taken up or up-scaled solution needs to be documented by the adopting organization/s in a proper format. The content of the uptake / up-scaling should be based on the jointly developed and implemented solutions (RCO116) within the funded project.</p>
Target (2029) at programme level	15
Reporting at project level	In the project progress report, upon provided proofs for the solution that has been at initial stage of uptake/upscale or has been effectively taken up or up-scaled by the organisation

<b>Indicator code</b>	<b>RCR64</b>
<b>Indicator name</b>	<b>Annual users of dedicated cycling infrastructure</b>
Type of use at project level	Conditional. If RCO58 is selected it is mandatory.
Definition	<p>The indicator measures the total number of annual users of dedicated cycling infrastructure financed by the supported projects. It provides a measurement of the use of the cycling infrastructure over one year after the project finalisation, and it is based on reporting of a basic count of the number of users.</p> <p>The following methodology is selected for calculating the indicator's target:</p> <ul style="list-style-type: none"> <li>In order to simplify the calculation, it is decided that the calculation should take place at a single (most heavily used) point on the projects, with the cycle volumes at that location being taken as representative of the number of users;</li> </ul>

	<ul style="list-style-type: none"> <li>• Cycle volumes are to be determined by field surveys;</li> <li>• Volumes are collected in the field surveys for one direction only.</li> </ul> <p>If the cycle project is 2-way, the total volume is calculated by doubling the one-way count.</p>
Target (2029) – at programme level	1 000
Reporting at project level	In the project progress report, upon implementation of the pilot action.

<b>Indicator code</b>	<b>RCR77</b>
<b>Indicator name</b>	<b>Visitors of cultural and tourism sites supported</b>
Type of use at project level	Conditional. If RCO77 is selected, then is mandatory.
Definition	The indicator counts estimated number of annual visitors of cultural and tourism sites supported. The estimation of the number of visitors will be carried out ex post one year after the completion of the intervention.  The indicator does not cover natural sites including eco paths for which an accurate estimation of number of visitors is not feasible.
Target (2029) – at programme level	38 480
Reporting at project level	In the project progress report, up to one year after the completion of the intervention.

## COMPLAINT PROCEDURE

These rules define the procedure for a complaint against decisions taken by the Monitoring Committee (MC) regarding the approval of full project proposals (FPP) submitted under the call of Programme Priority 2 'Integrated Development of the Border Region' of the (INTERREG VI-A) IPA Bulgaria Serbia Programme 2021-2027.

### **IMPORTANT**

A Subsidy contract will not be concluded before the complaint procedure is finalized.

In case of disagreement with the MC decision on the approval/disapproval of FPP, the Lead partner may submit to the Managing Authority (MA) a complaint against the MC decision upon receipt of the notification letter from the MA.

### **IMPORTANT**

Only the project Lead partner as the one representing the project partnership is entitled to file a complaint. It is therefore the task of the Lead partner to collect and bring forward the complaint reasons from all project partners.

Complaint procedure may be initiated after the funding decision of the MC. Two types of complaints may be initiated:

### **1. Complaint on the administrative and eligibility screening**

The complaint can only be lodged in case the Lead partner claims that the rejection of the full project proposal on administrative and eligibility screening is not in line with either the specific requirements or the selection criteria outlined in the Contracting Guide, or with the relevant information and the supporting documents provided by the applicant and supporting documents before the deadline under the Contracting Guide.

The official letter for complaint should be lodged to the MA scanned by e-mail, or by post or through courier service within maximum 7 (seven) working days after the Lead partner had been officially notified about the results of the screening process via the email address specified in Annex 4 (Declaration of E-mail\_Address of the Lead Partner). Please, be informed that complaints, received after this deadline will not be reviewed.

The complaint must include:

- the name and address of the Lead partner,
- the reference number of the project proposal which is subject of the complaint,
- reference to specific criterion or number of criteria from the administrative and eligibility screening grid in the Contracting Guide, including listing of all elements of the screening which are being complaint
- concrete argumentation supporting the complaint (clearly described reasons for the complaint). The argumentation should refer either to the contracting criteria outlined

in the Contracting Guide, or to information and the supporting documents provided by the applicant in the project proposal before the deadline under the Contracting Guide, i.e. the justification must refer to particular sections in the application form of the FPP and/ or supporting documents,

- the signature of the legal representative of the Lead partner.

In case supporting documentation is provided, it can serve for the sole purpose of supporting the complaint and may not alter the quality or content of the assessed application. Otherwise such documentation will not be considered.

No additional information (e.g. only the already provided one in the Application form and related attachments) will be taken into consideration during the review of the complaint.

### **IMPORTANT**

Complaints will not be reviewed in case the above pointed formal requirements for submission are not observed.

## **2. Complaint on the project content screening**

The complaint can only be lodged in case the Lead partner claims that the outcome of the project content screening is not in line with either the contracting criteria outlined in the Contracting Guide, or with the relevant information and the supporting documents provided by the applicant.

In order to initiate a complaint, the Lead partner should lodge an official letter for complaint to the MA by e-mail (scanned signed version), or by post or through courier service not later than 7 (seven) working days after the Lead partner had been officially notified about the outcomes of the screening process via the email address specified in Annex 4.

The grid, containing the answers of the contracting criteria and summarized comments of the assessors, is being sent by the MA to the Lead partner as attachment to the notification letter for projects screening results. After carefully examining the application of the contracting criteria and the reasons behind the answers and comments of the assessors, the Lead partner may officially lodge a complaint.

### **IMPORTANT**

Failure to comply with the deadline specified above shall automatically result in rejection of the complaint without any further consideration.

The complaint itself must include:

- the name and address of the Lead partner,
- the reference number of the project proposal,
- reference to specific criterion or number of criteria from the screening grid in the Contracting Guide (listing of all elements of the screening which are being complaint),



- concrete argumentation supporting the complaint (clearly described reasons for the complaint). The argumentation should refer either to the contracting criteria outlined in the Contracting Guide, or to information and the supporting documents provided by the applicant in the project proposal before the deadline under the Contracting Guide, i.e. the justification must refer to particular sections in the application form of the FPP and/or supporting documents.,
- the signature of the legal representative of the Lead partner.

In case supporting documentation is provided, it can serve for the sole purpose of supporting the complaint and may not alter the quality or content of the screened application. Otherwise such documentation will not be considered.

No additional information (e.g. only the already provided one in the Application form and related attachments) will be taken into consideration during the review of the complaint.

### **IMPORTANT**

Please, be informed that if the complaint does not observe the requirements given above, it will be considered non-admissible and will not be reviewed.

The two types of complaints shall be reviewed by a Complaint Panel, comprising of members of the Managing Authority, the National Authority and/or the Joint Secretariat.

For complaint on project eligibility screening the Complaint panel is the body responsible for verification of the admissibility of the complaint, examining the reasons for the complaint and for taking decisions on its relevance.

For complaint on the project content screening the Panel shall proceed with review of the complaint considered admissible and will examine the reasons for the complaint, the justification and evidence provided by the applicants and the initial screening of the project proposal in order to establish whether the complaint is grounded and reasonable.

If the complaint is found not only admissible (in view of the formal requirements for submission), but also grounded and reasonable, it will be further examined. The Complaint Panel might then:

- either take a decision for lack of grounds of the complaint, and in this case the initial screening for the specific criterion is confirmed,
- or take a decision that the complaint is grounded and justified by the applicant (for some or all of the criteria), based on the content of the project proposal, that the project is compliant regarding one or more specific criteria in the screening grid. In that case, a revision of the answers on the specific criterion is proposed based on assessment to what extent the available information and justification in the proposal satisfies the respective criterion.

For the two types of complaint the Complaint panel issues a final statement on the

complaint, containing all findings. Upon conclusion of its work, the Panel shall issue a report on the findings, which should be submitted to the MC for approval.

The whole complaint procedure – from the official receipt of the complaint by the MA to the official communication of the final MC decision to the Lead partner shall take a maximum of 3 months.

### **IMPORTANT**

The decision of the MC is final, binding to all parties and cannot be a subject to any further complaint proceedings based on the same grounds.

In case of disagreement with the MC of the above decisions on the approval/ rejection of the project proposal, the Lead partner have the opportunity to contest decisions of the MC before Bulgarian courts. The applicable procedure for appeal is according to the national legislation of Bulgaria in accordance with the procedures provided in the Administrative Procedure Code.

## State Aid and De minimis provisions

According to Article 107 (ex. Article 87) of the TFEU, state aid is “any aid granted by a Member State or through State resources in any form whatsoever which distorts or threatens to distort competition by favouring certain undertakings or the production of certain goods shall, in so as it affecting trade between Member States be incompatible with the internal market”.

It is not the legal aspect (public or private) but the nature of the activities that the applicant intends to implement within the project that determines whether the state aid is present or not.

State aid applies when all five cumulative criteria are met according Commission Notice on the notion of State aid as referred to in Article 107(1) of the TFEU (2016/C 262/01)<sup>1</sup>:

**1. Presence of Public resources.** The state-aid norms comprise exclusively the measures that imply the public sources/resources transfer (including from national, regional and local authorities, banks and public foundations, etc.). Moreover, the aid does not need to be granted by the State as such. The aid can be granted by a public or private intermediate body appointed by the state. The criterion is always fulfilled for CBC Programmes.

**2. The measure granted confers an economic advantage (a benefit) to an undertaking, which it would not have otherwise received.** First of all it is important to analyse whether the recipient of the aid is an undertaking. The State aid case-law considers an undertaking any entity engaged in an economic activity, regardless of its legal status and the way in which it is financed (an undertaking can be a public body, a charity, a NGO, an association, an university etc.). Classification of an entity as an undertaking is always relative to a specific activity. An entity that carries out both economic and non-economic activities is to be regarded as an undertaking only with regard to the former. Any activity consisting in offering goods and services on a market is an economic activity. Economic activity means the supply of goods and services on a given market. The application of the State aid rules as such does not depend on whether the entity is set up to generate profits, as also non-profit entities can offer goods and services on a market too. The only relevant criterion is to decide whether or not the entity carries out an economic activity in the context of the ETC project. Also, the State authorities may themselves be considered as undertakings when they are involved in economic activities. With regard to the economic advantage, an advantage, within the meaning of Article 107(1) TFEU, is any economic benefit which an undertaking would not have obtained under normal market conditions, i.e. in the absence of State intervention.

**3. The measure granted by the State is selectively favouring certain undertakings or the production of certain goods.** Not all measures which favour economic operators fall under the notion of aid, but only those which grant an advantage in a selective way to certain undertakings or categories of undertakings or to certain economic sectors. An analysis of the selective nature is relevant when there is an indirect advantage.

**4. The grant distorts or threatens to distort competition.** A measure granted by the State is considered to distort or threaten to distort competition when it is liable to improve the competitive position of the recipient compared to other undertakings with which it competes. A distortion of competition within the meaning of Article 107 TFEU is thus assumed as soon as the State grants a financial advantage to an undertaking in a liberalized sector where there is, or could be, competition. A possible distortion of competition is excluded if (1) a given service is subject to a legal monopoly (established in compliance with EU law) and is not in competition with similar (liberalised) services and (2) the service provider cannot be active (due to regulatory or

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<sup>1</sup> [Official Journal C 262/2016 \(europa.eu\)](http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32016C262001)

statutory constraints) in any other liberalised (geographical or product) market.

**5. The grant affects trade between Member States.** An advantage granted to an undertaking operating in a market which is open to competition will normally be assumed to affect trade between Member States. However, if the service in question is of a merely local interest there is no effect on trade between Member States. In order to assert that this criterion is not fulfilled, the project in question must have a mere local impact. If State support is granted to an activity which has a purely local impact, there may not be an effect on intra-EU trade, e.g. where the beneficiary supplies goods or services to a limited area within a Member State and is unlikely to attract customers from other Member States. Moreover, the measure should have no - or at most marginal – foreseeable effects on cross-border investments.

**The provisions of this document are applicable to the partner/s legally established on the territory of the Republic of Bulgaria. The applicants from Republic of Serbia should follow the applicable provisions set out in REGULATION (EU) 2023/2831, as well as national regulations regarding State aid**

Due to the fact that the funds granted by the Interreg-VI-A IPA Bulgaria - Serbia Programme are of a public nature, before signature of the subsidy contract all activities planned by Bulgarian partners will be subject to check for compliance with the state aid rules.

This check is always made case by case and therefore the presence or lack of state aid relevant activities depends on the specificity of the project. The assessment is based on the above mentioned five criteria and intends to define whether:

- The applicant is to be considered as undertaking/ not undertaking in regards with the planned activities. An undertaking is an entity engaged in an economic activity in the context of the proposed project. It is not the legal status (public or private) but the nature of the activities that the applicant intends to implement that determines whether the State aid has to be respected or not;
- The planned activities are/are not market oriented;
- The planned activities are/are not affecting the trade between Member States;
- The applicant will/will not be the final user of the aid;
- The applicant is/is not in a situation of "single undertaking"<sup>2</sup> (in the meaning of art. 2, para. 2 from Regulation (EU) 2023/2831 ).

Please, note that within the project proposal it could be found that only one activity is state aid relevant. This means that the funding for only this activity will obey to the state aid rules.

#### **IMPORTANT**

Within the Interreg-VI-A IPA Bulgaria - Serbia Programme activities of economic character could be financed under the **de minimis regulation**.

On the basis of art.9, para. 4 and art. 11 of the State aid Law, the MA is constitute as the administrator of the aid and in that reason the Subsidy contract is the provision act that will provide de minimis aid.

<sup>2</sup> <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32013R1407&from=EN>

## FACTSHEET

# De minimis support

## (INTERREG VI-A) IPA

# BULGARIA SERBIA PROGRAMME

### INTRODUCTION

An undertaking that receives support from public funding sources, such as (INTERREG VI-A) IPA BULGARIA SERBIA PROGRAMME, may gain an advantage over its competitors through this support. Furthermore, the support can distort competition and affect trade between Member States. If this is the case, State aid is present.

The EU Treaty wants to prevent such effects on the market and therefore generally prohibits State aid. However, in some circumstances such support is necessary for a well-functioning and equitable economy. Therefore, the Treaty leaves room for a number of measures through which State aid can be made compatible with the rules. The Programme uses one of these measures, namely the *de minimis*. The Programme Manual lays down the State approach and procedures of the Programme.

***This factsheet aims to provide additional information about the de minimis Regulation. The annexes to this factsheet support State aid relevant partners of approved projects in deciding whether de minimis is relevant for them and whether they are able to use de minimis.***

### SUMMARY

The de minimis principle allows project partners to receive comparatively small amounts of support without being caught by the State aid rules. This is because the European Commission assumes that small amounts of support do not have a significant impact on competition and trade in the European Economic Area (EEA). In general, a single undertaking can receive de minimis support of up to EUR 300 000 per Member State over any period of 3 years, prior to the date of grant.

### LEGAL BASIS

*COMMISSION REGULATION (EU) 2023/2831 of 13 December 2023 on the application of Articles 107*

and 108 of the Treaty on the Functioning of the European Union to de minimis aid:

[http://ec.europa.eu/competition/state\\_aid/legislation/de\\_minimis\\_regulation\\_en.pdf](http://ec.europa.eu/competition/state_aid/legislation/de_minimis_regulation_en.pdf)

### **Please note**

This factsheet is a summary of the key points of Regulation (EU) 2023/2831 and hereinafter referred to as "the Regulation" but is not a substitute for the full text of the Regulation, to which reference should be made.

## **GEOGRAPHICAL COVERAGE**

The provisions of this document are applicable to the partner/s legally established on the territory of the Republic of Bulgaria. The applicants from Republic of Serbia should follow the applicable provisions set out in REGULATION (EU) 2023/2831, as well as national regulations regarding State aid.

## **AMOUNTS OF SUPPORT**

According to REGULATION (EU) 2023/2831, undertakings falling within the scope of the regulation will be eligible for grants under the program only if they have not received public assistance exceeding EUR 300,000 over any period of 3 years, prior to the date of grant.

*De minimis aid is deemed to be granted when the legal right to receive the aid is conferred, irrespective of the date of payment. In as (INTERREG VI-A) IPA BULGARIA SERBIA PROGRAMME this is understood as the date when the last contracting party signs the subsidy contract.*

The ceiling laid down in shall apply irrespective of the form of the de minimis aid or the objective pursued by it and irrespective of whether the aid granted by the Member State is financed entirely or partly by resources of Union origin.

For the purposes of the ceiling laid, aid shall be expressed as a cash grant. All figures used shall be gross that is, before any deduction of tax or other charge. When aid is granted in a form other than a grant, the aid amount shall be the gross grant equivalent of the aid.

Aid payable in several instalments shall be discounted to its value at the moment it is granted. The interest rate to be used for discounting purposes shall be the discount rate applicable at the time the aid is granted.

Where the relevant ceiling would be exceeded by the grant of new de minimis aid, none of the new aid may benefit from the de minimis Regulation. This means that if an application is received which would result in the ceiling being exceeded, de minimis support cannot be awarded in whole or in part, even if a partial award would not result in the ceiling being exceeded.

## **SINGLE UNDERTAKINGS**

The ceiling on de minimis aid is calculated per single undertaking per Member State. Conversely subsidiaries of the same enterprises could not each receive de minimis support from the same Member

State.

The de minimis threshold counts per “single undertaking”. In case a project partner is part of a group, the entire group is considered as one single undertaking and the de minimis threshold applies to the entire group.

The notion of single undertaking includes all enterprises having at least one of the following relationships with each other, as provided for in Article 2(2) of Regulation (EU) No 2023/2831 on de minimis aid:

- a. One enterprise has a majority of the shareholders’ or members’ voting rights in another enterprise;*
- b. One enterprise has the right to appoint or remove a majority of the members of the administrative, management or supervisory body of another enterprise;*
- c. One enterprise has the right to exercise a dominant influence over another enterprise pursuant to a contract entered into with that enterprise or to a provision in its memorandum or articles of association*
- d. One enterprise, which is a shareholder in or member of another enterprise, controls alone, pursuant to an agreement with other shareholders in or members of that enterprise, a majority of shareholders’ or members’ voting rights in that enterprise.*

Enterprises having any of the relationships referred to in the above points through one or more other enterprises shall also be considered to be a single undertaking.

It is to be noted that in the framework of State aid, an “enterprise” is to be understood as any entity engaged in an economic activity irrespective to its legal status

Although the Regulation refers to 'enterprises', in practice, this encompasses any entity engaged in an economic activity. The above criteria are intended to ensure that a group of linked entities is treated as a single undertaking for the purposes of the de minimis rule. On the other hand, it is intended to ensure that entities which have no relationship with each other except for the fact that each of them has a direct link to the same public body or bodies are not treated as being linked to each other.

In calculating the amount of aid, special care must be taken where the recipient has been the subject of a merger or a split from another organization. In the case of mergers and acquisitions, all prior de minimis aid is considered in determining whether new de minimis support can be paid. De minimis aid lawfully granted before a merger or acquisition shall remain lawful.

If one undertaking splits into two or more separate undertakings, de minimis support granted before the split shall be allocated to the undertaking that benefitted from it. This is in principle the undertaking taking on the activities for which de minimis support was used. If this split is not possible, de minimis support will be allocated proportionately on the basis of the book value of the equity capital of the new undertaking at the date of the split.

Should be considered that De minimis aid granted in accordance with Article. 5 Regulation (EU) No 2023/2831 may be cumulated with de minimis aid granted in accordance with Commission

Regulation (EU) No 2023/2832<sup>3</sup> and it may be cumulated with de minimis aid granted in accordance with other de minimis regulations: Commission Regulations (EU) No 1408/2013<sup>4</sup> and (EU) No 717/2014<sup>5</sup> up to the relevant ceiling laid down in Article 3(2) of the Regulation 2023/2831 up to the relevant ceiling laid down in Article 3, para. 2 of Regulation (EU) No 2023/2831.

In addition, art. 5, para 3 of the Regulation (EU) No 2023/2831 indicates that De minimis aid shall not be cumulated with State aid in relation to the same eligible costs or with State aid for the same risk finance measure, if such cumulation would exceed the highest relevant aid intensity or aid amount fixed in the specific circumstances of each case by a block exemption regulation or a decision adopted by the Commission. De minimis aid which is not granted for or attributable to specific eligible costs may be cumulated with other State aid granted under a block exemption regulation or a decision adopted by the Commission.

## EXCLUSIONS

*(INTERREG VI-A) IPA BULGARIA SERBIA PROGRAMME is not allowed to grant the following types of aid under the de minimis Regulation:*

- ✓ *Aid to undertakings active in the primary fishery and aquaculture sector, as defined in Article 5, points (a) and (b) Regulation (EU) No 1379/2013;*
- ✓ *Aid granted to undertakings active in the processing and marketing of fishery and aquaculture products, where the amount of the aid is fixed on the basis of price or quantity of products purchased or put on the market*
- ✓ *Aid to undertakings active in the primary agricultural production<sup>6</sup>;*
- ✓ *Aid granted to undertakings active in the sector of processing and marketing of agricultural products in the following cases:*
  - *where the amount of the aid is fixed on the basis of the price or quantity of such products purchased from primary producers or put on the market by the undertakings concerned;*
  - *where the aid is conditional on being partly or entirely passed on to primary producers.*
- ✓ *Aid to export-related activities and aid contingent upon the use of domestic over imported good cannot be granted under the de minimis rule;*
- ✓ *Aid contingent upon the use of domestic over imported goods*

Where an undertaking is active in one of the sectors referred above and is also active in one or more of the other sectors falling within the scope of the REGULATION (EU) 2023/2831, the provisions of article 1, para. 2 of the REGULATION (EU) 2023/2831.

For the purposes of De minimis Regulations the following definitions shall apply:

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<sup>3</sup> Commission Regulation (EU) 2023/2832 of 13 December 2023 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid granted to undertakings providing services of general economic interest – (OJ L, 2023/2832, 15.12.2023, ELI: <http://data.europa.eu/eli/reg/2023/2832/oj>).

<sup>4</sup> Commission Regulation (EU) No 1408/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid in the agriculture sector (OJ L 352, 24.12.2013, p. 9).

<sup>5</sup> Commission Regulation (EU) No 717/2014 of 27 June 2014 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid in the fishery and aquaculture sector (OJ L 190, 28.6.2014, p. 45)



**Agricultural products** mean products listed in Annex I to the Treaty, with the exception of fishery and aquaculture products covered by Regulation (EU) No 1379/2013 of the European Parliament and of the Council of 11 December 2013 on the common organization of the markets in fishery and aquaculture products<sup>7</sup>

**Primary agricultural production means the production of products of the soil and of stock farming, listed in Annex I to the Treaty, without performing any further operation changing the nature of such products**

**Processing of agricultural products** means any operation on an agricultural product resulting in a product which is also an agricultural product, except on-farm activities necessary for preparing an animal or plant product for the first sale.

**Marketing of agricultural products** means holding or display with a view to sale, offering for sale, delivery or any other manner of placing on the market, except the first sale by a primary producer to resellers or processors and any activity preparing a product for such first sale; a sale by a primary producer to final consumers shall be considered as marketing if it takes place in separate premises reserved for that purpose.

**Fishery and aquaculture products** means the products defined in art. 5, points (a) and (b) of Regulation (EU) 1379/2013

**Primary production of fishery and aquaculture products** means all operations relating to the fishing, rearing or cultivation of aquatic organisms, as well as on-farm or on-board activities necessary for preparing an animal or plant for the first sale, including cutting, filleting or freezing, and the first sale to resellers or processors;

**Processing and marketing of fishery and aquaculture products** means all operations, including handling, treatment and transformation, performed following the time of landing – or harvesting in the case of aquaculture – that result in a processed product, as well as the distribution thereof;

Additionally, the Programme ensures that partners do not receive the other types of aid that are excluded by the de minimis Regulation in addition to the ones listed above.

## ENSURING COMPLIANCE

In order to ensure strict observation of the set maximum thresholds, in accordance to Art. 6(1) of Regulation (EU) 2023/2831 the Managing Authority shall request from the Bulgarian partners to declare any de minimis aid received in any period of three years s. The provided information shall be verified through the public Register of the de minimis aids, available on the webpage of the Bulgarian Ministry of Finance (<http://minimis.minfin.bg/>).

In case with planned project activities a Bulgarian partner exceed the maximum thresholds, the Managing Authority has the right to reduce the requested grant amount before signature of the subsidy contract.

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<sup>7</sup> Regulation (EU) No 1379/2013 of the European Parliament and of the Council of 11 December 2013 on the common organisation of the markets in fishery and aquaculture products, amending Council Regulations (EC) No 1184/2006 and (EC) No 1224/2009 and repealing Council Regulation (EC) No 104/2000 (OJ L 354 28.12.2013, p. 1).

The Programme bodies at all levels (first level controllers, JS and MA) will closely monitor the adherence of the state aid rules not only during the pre-contracting phase, but also during the whole implementation period of the project.

In case with already implemented project activities a Bulgarian partner exceed the maximum thresholds, the Managing Authority has the right to terminate the subsidy contract and to demand repayment of the amounts already paid in accordance with the provisions of the subsidy contract and the applicable state/de minimis aid regime.

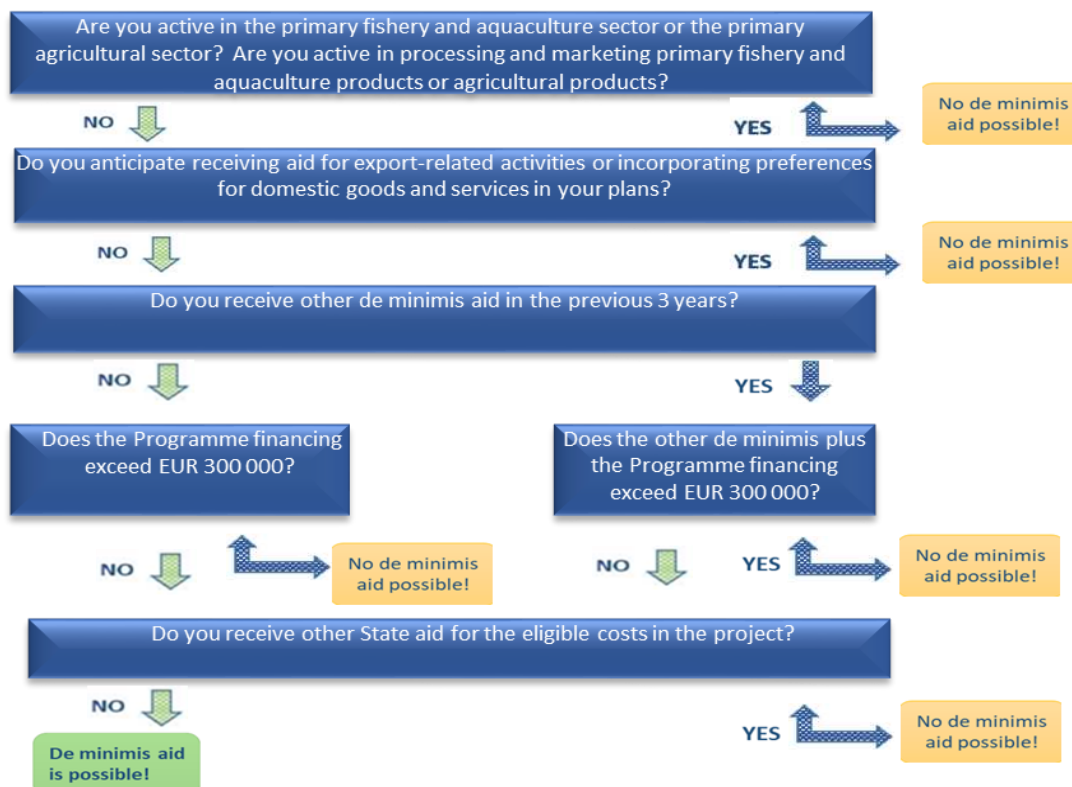
## ADMINISTRATIVE ARRANGEMENTS

In case of a positive plausibility check, the Programme can grant de minimis support.

The Managing Authority ensures compliance with the monitoring and administrative arrangements of the de minimis Regulation. Project partners receiving de minimis aid have to maintain relevant documentation as outlined in the Programme Guidelines. The Lead partner and the project partners have to ensure that all planned activities are set up and implemented in compliance with the national legislation related to competition and state aid. In addition to this they shall ensure publicity and transparency of these activities and project outputs and results, which can create an economic advantage to an economic operator.

In case the Programme bodies find out that the Lead partner or any project partner made false declarations regarding state aid, the MA is entitled to terminate the subsidy contract and to demand repayment of the amounts already paid in accordance with the provisions of the subsidy contract and the applicable state/de minimis aid regime.

### Am I able to use de minimis under REGULATION (EU) 2023/2831?



***DISCLAIMER: This is a simplified flowchart that shall provide a first overview of the possible use of de minimis and it is not exhaustive. In case of questions, please contact the MA/JS. Further information on definitions and limitations is available in the de minimis factsheet and the de minimis declaration.***

***De minimis aid shall not be cumulated with State aid in relation to the same eligible costs or with State aid for the same risk finance measure, if such cumulation would exceed the highest relevant aid intensity or aid amount fixed in the specific circumstances of each case by a block exemption regulation or a decision adopted by the Commission. De minimis aid which is not granted for or attributable to specific eligible costs may be cumulated with other State aid granted under a block exemption regulation or a decision adopted by the Commission***

Annex 7 “Climate proofing assessment”

Project ID and Title:

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Investment site

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With regard to Art 22, 4 (j) REGULATION (EU) 2021/1059, the following assessment of the project proposal and the investment site has been made with conjunction to COMMISSION NOTICE (2021/C 373/01) Technical guidance on the climate proofing of infrastructure in the period 2021-2027

*Phase 1 (screening)*

Reducing energy consumption

‘Energy efficiency assessment’ of the investment

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Reducing CO<sub>2</sub> emissions

‘Carbon Footprint assessment’ of the investment

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Climate variables and hazards

On site – assets, construction, building - risk level	Water – risk level, supply pipelines, reservoirs, waste water treatment	Product or services	Transport links or transport services
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Flood			
Heat/Forest fire			
Drought			

EXPOSURE ANALYSIS

Current climate	#DIV/0!
Future climate	#DIV/0!
Current + Future	#DIV/0!

VULNERABILITY ANALYSIS

Current climate	#DIV/0!
Future climate	#DIV/0!
Current + Future	#DIV/0!

The output of the exposure analysis is based on the summarized results of the previous table. The ranking must be done with consideration of the relevant climate variables and hazards for the selected location, investment type of the project, and current and future climate features of the area.

The vulnerability analysis is combination of factors of the previous stages of the assessment. If combined results point out to a high or medium vulnerability level, the vulnerability levels should be carefully defined and explained, and the given scores justified in next phase.

*Phase 2 (subject to the outcome of phase 1) (detail plan up to 30 pages)*

<i>LIKELIHOOD ANALYSIS</i>			<i>IMPACT ANALYSIS</i> <u>Impacts:</u>		
Rare	Highly unlikely to occur	5%	Assessing the potential impact of a climate	Up to 5%	5-20%
Unlikely	Unlikely to occur	20%	Asset damage, engineering, operational		
Moderate	As likely to occur as not	50%	Safety and health		
Likely	Likely to occur	80%	Environment, cultural		
Almost certain	Very likely to occur	95%	Social		
			Financial		

Next stage - prepare risk assessment and adaptation plan using following options:

- Identify options responding to the risks (use e.g expert workshops, meetings, evaluations,...)
- Adaptation may involve a mix of responses, e.g. financial resources, work power etc.
- training, capacity building, monitoring,...
- use of best practices, standards,...
- nature-based solutions,...
- engineering solutions, technical design,...
- risk management, insurance....

The appraisal of adaptation options should give due regard to the specific circumstances and a quick expert judgement may suffice whereas other cases may warrant a detailed cost-benefit and the robustness of various adaptation options vis-a-vis climate change uncertainties.

Integrate relevant climate resilience measures into the technical project design and management plan, finance plan, plan for monitoring and response, plan for regular review of the assumptions risk assessment, and so on. The vulnerability and risk assessment and adaptation planning is air risks to an acceptable level.

20-50%	50-80%	Above 80%

availability of data. In some cases a  
analysis. It may be relevant to consider

options. Develop implementation  
and the climate vulnerability and  
ning to reduce the remaining climate

**PROJECT PARTNERSHIP AGREEMENT**  
**for the implementation of project [project ID, title of the project and acronym]**  
**funded under the (Interreg VI-A) IPA Bulgaria Serbia Programme**

*This document serves as an example only. It must be negotiated between partners and tailored to the partnership's individual needs. The programme authorities cannot be held liable for the content nor for the use of this model. The project partnership remains fully responsible for the content of the project partnership agreement which cannot contain any provision contrary to the subsidy contract.*

concluded on:            (date), at:            (place)

by and between:

Full name of the institution	Address of the institution	Represented by
<b>Lead Partner :</b>		(on the basis of the power of attorney dated , constituting the Annex B3-1) <sup>1</sup>
<b>Project Partner 2:</b>		(on the basis of the power of attorney dated , constituting the Annex B3-2)
<b>Project Partner 3:</b>		(on the basis of the power of attorney dated , constituting the Annex B3-3)
<b>Project Partner n...</b>		(on the basis of the power of attorney dated , constituting the Annex B3-n)

hereinafter referred to as the "Parties",

Having regard to:

- the European Community legislation, in particular:
  1. Regulation (EU) 2021/1529 of the European Parliament and of the Council of 15 September 2021 establishing the Instrument for Pre-Accession assistance (IPA III);
  2. Regulation (EU) 2021/1059 of the European Parliament and of the Council of 24 June 2021 on specific provisions for the European territorial cooperation goal (Interreg) supported by the European Regional Development Fund and external financing instruments;
  3. Regulation (EU) 2021/1060 of the European Parliament and of the Council of 24 June 2021 laying down common provisions on the European Regional

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<sup>1</sup> If applicable

Development Fund, the European Social Fund Plus, the Cohesion Fund, the Just Transition Fund and the European Maritime, Fisheries and Aquaculture Fund and financial rules for those and for the Asylum, Migration and Integration Fund, the Internal Security Fund and the Instrument for Financial Support for Border Management and Visa Policy;

4. Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012;
5. Regulation (EU) 2021/1058 of the European Parliament and of the Council of 24 June 2021 on the European Regional Development Fund and on the Cohesion Fund.

• And:

1. (INTERREG VI-A) IPA Bulgaria Serbia Programme approved by European Commission of 23.11.2022 by Decision C(2022) 8660, with programme reference number CCI 2021TC16IPCB007
2. Application Form, that will be jointly submitted within the (Interreg VI-A) IPA Bulgaria Serbia;
3. the latest approved Application Form for the implementation of the project [project ID, title of the project and acronym], approved by the Monitoring Committee of the (Interreg VI-A) IPA Bulgaria Serbia Programme on [date];
4. Contracting Guide for full project proposals under Programme Priority 2 – “Integrated development of the border region”.

The Parties agree:

## § 1. Definitions

### 1. Whenever this agreement mentions:

- 1) Fund – European and National Funds;
- 2) Programme – this shall mean (Interreg VI-A) IPA Bulgaria Serbia Programme;
- 3) Application Form (AF) – this shall mean the Application Form for funding/co-financing from the Programme together with all Annexes;
- 4) Project – this shall mean the operation defined in the Application Form;
- 5) Controllers - shall be understood the controllers designated in both countries according to the Article 46(3) of Regulation (EU) No 2021/1059;
- 6) Partners – this shall mean the bodies indicated in the Application Form participating in the Project implementation;
- 7) Subsidy – shall be understood as European and National Funds transferred to the bank account of the Lead Partner;
- 8) Eligible expenditures – shall be understood as expenditures qualified as eligible according to Regulation (EU) No 2021/1059, the Programme documents, and the Contracting Guide;
- 9) Progress Report – shall be understood as report submitted by the Lead Partner to the Joint Secretariat, stating entire project implementation progress;
- 10) Managing Authority – shall be understood as the authority designated in accordance with the Article 45 of Regulation (EU) No 2021/1059 and performing functions in



accordance with Article 46 of Regulation (EU) No 2021/1059, and constituted in the Programme;

- 11) Joint Secretariat – this shall mean the body designated according to resolutions of the Programme, in order to assist the appropriate authorities, in particular Managing Authority, in carrying out their respective duties;
- 12) Subsidy Contract – shall be understood as the agreement between the Lead Partner and the Managing Authority, specifying the conditions upon which the Managing Authority transfers subsidy for the Project implementation;
- 13) Lead Partner bank account – shall be understood as account in EUR, established by the Lead Partner for the purposes of project implementation;
- 14) The “force majeure” represents any unpredictable and insurmountable event, occurred after the signing of the present agreement and that prevents the total or the partial execution of the agreement.

## **§ 2. Subject of the agreement**

1. The subject of this agreement is establishing cooperation principles and procedures as well as mutual obligations of the Parties within the cross-border partnership created in order to implement the project within the Programme.
2. Moreover, the agreement specifies the requirements for the Parties for sound management of the subsidy granted for project implementation, as well as rules governing recovery by the Lead Partner of the amounts incorrectly spent.

## **§ 3. Duration of the Partnership Agreement**

1. The Partnership Agreement enters into force on the day of signing by all Parties.
2. The effective commencement of the Partnership Agreement is aligned with the initiation date of the operation, as explicitly outlined in the Subsidy contract.
3. The implementation period of the operation is ..... months. The present Agreement shall continue until fulfilling of all obligations of the Lead Partner as written in the Subsidy Contract. The agreement is valid for 5 years from the ending date of the project.

## **§ 4. Rights and obligations of the Lead Partner**

1. The Lead Partner is responsible before the Managing Authority for general coordination, management and implementation of the Project. In particular, it is responsible for provision of sound management of subsidy granted for the implementation of the Project by all Partners implementing the Project.
2. The Lead Partner is the only body entitled to contact the Managing Authority. The Lead Partner is obliged to make available to the other Partners, both in paper and electronic form, documents and information received from the Managing Authority needed and useful for implementation of their actions.
3. The Lead Partner will ensure timely start of the project implementation and implementation of all actions written in the project in accordance with the *Application Form* elaborated jointly with the other Partners and annexed to the Subsidy Contract. If necessary, the Lead Partner is obliged to take actions in order to update the timetable.
4. The Lead Partner is obliged:
  - 1) to ensure sound implementation of actions within the Project and promptly inform the Partners, as well as the Managing Authority, on all circumstances that may have negative impact on dates and scope of actions established in the *Application Form*;
  - 2) to support project own contribution (if any);
  - 3) to monitor the progress of output and results indicators;
  - 4) to take all actions necessary for timely reception of subsidy, as well as prompt transfer of relevant parts of subsidy to Partners’ bank account, within 5 working days from the date the subsidy was accounted on the Lead Partner account. In particular, the

- Lead Partner should collect all information and documents in accordance with the rules set by the Managing Authority;
- 5) to report to the Joint Secretariat the project progress and apply for reimbursement of the Project eligible expenditures, on the basis of Requests for Payments and within periods specified in the Subsidy Contract;
  - 6) to ensure audit trail allowing for identification of each financial operation;
  - 7) to return the amounts unduly paid, within the period and upon conditions specified by the Managing Authority in the Subsidy Contract;
  - 8) to coordinate the information measures implemented by particular partners, resulting from arrangements written in the Application Form;
  - 9) to provide appropriate number of competent staff and technical resources necessary for effective meeting of obligations resulting from fulfilling the function of the Lead Partner;
  - 10) to implement the project activities according to the Application Form;
  - 11) to inform the Managing Authority for any modifications of the Partnership Agreement.

### **§ 5. Rights and obligations of the Partners**

1. Each Partner is obliged:
  - 1) to fulfil its obligations resulting from the documents governing implementation of the Programme, defined in the preamble to this agreement;
  - 2) to undertake all actions necessary for timely and full implementation of its part of the project;
  - 3) to take all necessary actions in order to allow the Lead Partner to meet the obligations provided in the Subsidy Contract. With respect of the above, each Partner is obliged to transfer all documents and information required by the Lead Partner by dates allowing it to implement the obligations towards the Managing Authority as specified in the Subsidy Contract, in particular to prepare Project Progress Reports and other relevant documents for technical and financial project implementation in accordance with the provisions of the Subsidy Contract.
2. The Partner is entirely and solely responsible for implementation of its tasks, in accordance with the description contained in the Application Form.
3. Each Partner should promptly inform the Lead Partner on relevant circumstances having impact on correctness, timeliness, effectiveness and completeness of its actions.
4. Each partner is required to promptly notify the LP of any changes pertaining to their organization, including but not limited to alterations in name, contact details, legal status, or any other modifications that could impact the project or its eligibility for the program. Additionally, partners must communicate any factors that may adversely affect the project's implementation in alignment with the project data, leading to a deviation. This obligation extends to instances where a project private partner runs into insolvency during the operation. In such cases, the private partner should notify the LP within [...] <sup>2</sup> calendar days from the discovery of the circumstance. Upon receipt of such notification, the LP will promptly suspend any payments to the affected partner.
5. Each Partner has the right to receive via Lead Partner subsidy from the Programme in compliance with the respective state aid legislation (when applicable), and in accordance with the project budget contained in the Application Form, subject to fulfilment of its obligations resulting from this agreement and the documents governing implementation of the Programme.
6. Every Partner commits itself to support project own contribution (if any).

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<sup>2</sup> The date established by the project partners. Please, consider the obligation of the LP to inform the MA within 5 working days when this circumstance had been come to know.

7. Every Partner is obliged to provide quarterly Partner Progress Report pertaining to the tasks provided for the Partner in the Application Form as well as certificate of expenditures issued by the national controller in accordance with the procedures specified within .....<sup>3</sup> days.
8. In order to provide audit trail allowing for identification of each financial operation, each partner is obliged to have separate accounting for project implementation so as to allow for identification of each financial operation within the whole Project.
9. Every Partner is liable for any non-eligible expenditures/unduly paid amounts or irregularities found in implementation of the Project tasks specified for a given Partner in the Application Form.
10. Every Partner agrees for processing its personal data for monitoring, control, promotion and evaluation of the Project.
11. Every Partner is liable towards other partners for any damages resulting from the project and consequences of damages, resulting from the tasks and obligations delegated to the Partner within the Project in accordance with § 6 of this Partnership Agreement.
12. At any time, the Partners may apply to the Lead Partner for requesting the Managing Authority for information necessary for correct implementation of their part of the Project. In such case the Partner/s is obliged to simultaneously transmit to the Lead Partner all relevant information and documents necessary for preparation of request.
13. The reports, advance and reimbursement claims, as any other official document submitted for the implementation of the operation must be signed by the legal representative of the Partner or by its mandate.

#### **§ 6. Division of tasks between the Partners**

Activities to be implemented by the Lead Partner and each Partners are specified in the Application Form annexed to this Partnership Agreement.

#### **§ 7. Cooperation with external for the project bodies**

1. In case of cooperation with external bodies, including subcontractors, the Partner is solely responsible before the Lead Partner for compliance of activities of the external body acting on its name and on its behalf, with provisions of the Partnership Agreement. The Lead Partner should be promptly informed on the subject and scope of the agreement concluded with the external body.
2. Rights and obligations resulting from the agreement may not be transferred, neither in part nor in whole, to other body without prior consent of other Partners and the Managing Authority.
3. Outsourcing implementation of either part of tasks assigned to a given Partner should take place in accordance with appropriate Community and national regulations, Subsidy contract, Application Form and procurement rules under Article 58 of Regulation (EU) 2021/1059 of the European Parliament and of the Council of 24 June 2021 on specific provisions for the European territorial cooperation goal (Interreg) supported by the European Regional Development Fund and external financing instruments.

#### **§ 8. Budget and Payments**

1. Financial share of particular partner in the Project costs as well as the maximum amount of co-financing from Programme funds for particular Partner are established in the project budget defined in the Application Form and in the Partnership and Co-financing Statement.
2. The Lead Partner transfers the funds to the accounts of the Partners in appropriate amount and proportionally according to the Request for payment approved by the Managing

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<sup>3</sup> The date established by the project partners.

Authority. The basis for preparation of the Request for payment is a list of expenditures incurred in a given reporting period. Acceptance of particular expenditures in the list depends on their verification by controllers. Subject to reimbursement are only the expenditures that may be qualified as eligible according to provisions of Programme documents and in accordance with the Contracting Guide.

3. The funds will be promptly transferred by the Lead Partner in EURO to the bank account of particular partners specified and annexed to this agreement.
4. The transfer of funds by the Lead Partner to the Partners depends on fulfilment of obligations resulting from Project Partnership Agreement, approval of the Request for Payment by the Managing Authority and transfer to the bank account of the Lead Partner in accordance with the Subsidy Contract.
5. The reimbursement of the preparation costs is in a form of a lump sum (if applicable). This lump sum will be distributed among all project partners in proportion to their involvement in the preparation and contracting of the proposal, as follow.....

### **§ 9. Recovery of funds**

1. When on the basis of the Progress Reports, Requests for Payments and financial controls conducted by authorised bodies or any other sources is found that the Partner:
  - used the whole or a part of the subsidy granted not as intended, without adhering to the applicable procedures;
  - took funds in an undue manner or in excessive amounts,the Partner shall be obliged to reimburse these funds, respectively in part or in whole, together with interest, on terms and in the deadlines and to the account indicated by the Lead Partner.
2. In case the Partner did not perform the reimbursement when due, as referred to in item 1, the Lead Partner shall undertake actions aiming to recover the subsidy, including initiating the legal proceeding. The costs of actions aimed to recover the subsidy shall be borne by the Partner.
3. The interest referred to in item 1 shall be calculated as those for tax liabilities and charged from the day the subsidy transfer referred in item 1 was transferred to the Partner account.

### **§ 10. Control and Audit**

1. For the purposes of control and audit the Lead Partner and the other Partners undertake to:
  - 1) provide all necessary documents for control activities;
  - 2) retain documentation and data pertaining to the implemented project for the period specified in the Subsidy contract, in particular documents pertaining to expenditures and controls required for provision of appropriate audit trail. All documents should be in original or copies authenticated by a person authorized to represent the Partner (in particular of invoices or other documents with equivalent value of proof);
  - 3) allow the Managing Authority and other competent bodies to perform post-control activities pertaining to correctness of implementation of the Project;
  - 4) timely transmit to the competent institutions, referred to in item 3, the information required by them, making accessible to them the account books, financial documents, and other documents related to the Project.

### **§ 11. Information and Promotion**

1. All Partners should actively participate in distribution of information related to implementation of the project and its co-financing from the European Union.
2. Any document, publication, informational board, conference or training related to the Project must contain information on EU co-financing within the Programme. While

implementing the information and promotion tasks the Partners are obliged each time to use the relevant provisions of the Communication and Visibility Manual for EU External Actions.

3. The Partners agree for publication in any form and media, including Internet, by the Joint Secretariat of the Programme, of the following information:
  - 1) name of the Lead Partner and the Partners institutions;
  - 2) project's purpose;
  - 3) project's amount including EU and national co-financing;
  - 4) project's implementation area;
  - 5) project's implementation reports and the final report;
  - 6) information on the means of project's promotion.

### **§ 12. Intellectual Property Rights**

All Partners should strive for all the products of the Project to be free of limitations resulting from protection of these rights - within the limits of the national law pertaining to intellectual property. All project outputs, results and other products shall be made available for free to all interested individual or legal persons, in a non-discriminatory way. Making the above available only for certain individual/s or legal person/s is strictly forbidden.

### **§ 13. Confidentiality Clause**

1. All information obtained during implementation of the Project not a matter of information and promotion, should be treated as confidential.
2. The partners undertake to preserve the confidentiality of any document, information or other material communicated to them in confidence until at least five years from the official closure of the programme.
3. Failing to respect the confidentiality obligation gives the damaged party the right to claim compensations from the damaging party.

### **§ 14. Conflict of interests**

1. In the present Agreement, the conflict of interests in the meaning of Article 61 of Regulation 2018/1046 represents any impartial and objective exercise of the functions of a financial actor or other person is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect personal interest.
2. The parties are obliged to take all necessary measures in order to avoid any conflict of interests and to keep each other informed, in up to 5 (five) days from finding out, on any circumstances that have generated or may generate such a conflict. Any conflict of interests that arises during the implementation of the contract shall be immediately notified by the Lead Partner to the JS and MA/NA, which reserve the right to verify such circumstances and take the appropriate measures, where necessary.

### **§ 15. Modifications**

1. Any modifications to the signed Partnership Agreement can be made only in the following cases:
  - Modification in the Application Form in the process of selection for funding;
  - Modification during the project implementation period.
2. Any modifications to the signed Project Partnership Agreement can be made only in the form of an addendum, accepted and signed by all parties of this Project Partnership Agreement.

3. The Lead Partner and the remaining Partners undertake to implement the Project, unless circumstances appear making withdrawal inevitable. If one of the Partners in case of “force majeure” withdraws from further implementation of the Project, the remaining Partners, will act for full implementation of the Project targets. The Partners remaining should be at least one on each side of border.

### **§ 16. Governing Law and Dispute Resolution**

1. The governing law for this Agreement is the national law of the Lead Partner.
2. In case of disputes between the parties related to interpretation or implementation of the present Project Partnership Agreement, they will try to resolve them by mediations. To this aim each Partner will appoint one independent mediator. The tasks of the mediators’ team will include preparation within one month from creation of the team a solution to the dispute.
3. If the solution proposed by the mediators is not accepted by all Partners, the dispute will be subject to the general court competent for the office of the Lead Partner.

### **§ 17. Final Regulations**

1. The agreement is made in two copies in English. Each party receives one copy of the Partnership Agreement.
2. All communication within the Partnership will be held and documented in English.

#### **Lead Partner:**

*[Official name of the Lead Partner – PP1 institution]  
[Surname, Name and position of the signing representative]  
[Signature and date]*

#### **Partners:**

*[Official Name of the Partner – PP2 institution]  
[Surname, Name and position of the signing representative]  
[Signature and date]*

*[Official Name of the Partner – PP3 institution]  
[Surname, Name and position of the signing representative]  
[Signature and date]*

#### **Annex: Application Form**

## PROJECT PARTNERS DECLARATION

I, the undersigned .....

In my capacity of an legal representative of .....

With its official address at: .....

National registration code: .....

VAT N<sup>o</sup>/ equivalent: .....

acting as LEAD PARTNER/PROJECT PARTNER (**leave only the selected option**) in the project: (*ID, Acronym and Title*)

hereby declare that the body/institution/organisation I represent:

1. **Is eligible** in accordance with the criteria set out under section 'Part A – From concept note to full project proposal' of the Contracting Guide.
2. Has the sources of financing, professional competence and qualifications for implementation of the project.
3. Undertakes to comply with the obligations foreseen in the Project Partnership Agreement and the full application form and with the principles of good partnership practice.
4. Is directly responsible for the preparation, management and implementation of the action with all project partners and is not acting as an intermediary.
5. **Do not fall** in any of the situations excluding it from participating in contracts, namely:
  - is bankrupt, subject to insolvency or winding-up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended, or is in any analogous situation arising from a similar procedure provided for under national laws or regulations;
  - is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;
  - is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the economic operator belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes a wrongful intent or gross negligence, including, in particular, any of the following:
    - o fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of eligibility or selection criteria or in the implementation of the legal commitment;
    - o entering into agreement with other persons or entities with the aim of distorting

- competition;
  - violating intellectual property rights;
  - attempting to influence the decision-making process during the award procedure;
  - attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;
- is guilty of fraud, corruption, conduct related to a criminal organisation, money laundering or terrorist financing, terrorist offences or offences linked to terrorist activities, child labour or other offences concerning trafficking in human beings;
- has shown significant deficiencies in complying with main obligations in the implementation of a legal commitment financed by the EU, which has:
  - led to the early termination of a legal commitment;
  - led to the application of liquidated damages or other contractual penalties;
  - been discovered by an authorising officer, OLAF or the Court of Auditors following checks, audits or investigations;
- it has been established by a final judgment or final administrative decision that the person or entity has committed an irregularity within the meaning of Article 2, paragraph 31 of Regulation (EU) No 1060/2021 of the European parliament and of the Council of 24 June 2021, means any breach of applicable law, resulting from an act or omission by an economic operator, which has, or would have, the effect of prejudicing the budget of the Union by charging unjustified expenditure to that budget of the Union.) and the person or entity has not taken remedial measures as specified in the paragraph 7 of the article 136 of Regulation (EU, Euratom) 2018/1046, to an extent that is sufficient to demonstrate its reliability;
- has created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business;
- has been created with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business.

6. **Has not benefited** of the financing support from public funds for the same project proposal in terms of objectives, activities and results, and do **not apply for other funds** in the form of grant for the same project proposal submitted following the current Contracting Guide.

7. **Has not receiving state aid** for the same action, that is described within the current application. Financial assistance provided under this Programme is in accordance with the National and Community legislation on state aid.

8. **Is aware and will respect the No-profit principle** in accordance with Article 192 of Regulation 2018/1046 and the Contracting guide during project implementation.



9. Will provide its own contribution to the eligible expenditure and **ensure the temporary availability of funds** until they are reimbursed by the programme.

10. Will **cover all non-eligible expenditures** corresponding to its activities incurred during project implementation.

11. Is aware that, for the purposes of safeguarding the financial interests of the Communities, their personal data may be transferred to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.

12. Is fully aware of the obligation to inform without delay the Managing Authority to which this application is submitted if the same application for funding made to other European Commission departments or Community institutions has been approved by them after the submission of this grant application

I, also, hereby declare, that the operation has **not been physically completed or fully or partially implemented before the application** for funding under the programme is submitted by the beneficiary to the managing authority, irrespective of whether all related payments have been made by the beneficiary (except project preparation).

I shall immediately inform the Managing authority within Ministry of Regional Development and Public Works, Republic of Bulgaria and/or National Authority within Ministry of European Integration of Republic of Serbia, of any multiple applications and multiple grants relating to the same action or to the same work programme.

I am fully aware of the fact I am legally liable for making false declarations.

**[Applicable only to Lead partner:** *If the project proposal is recommended for funding, I accept the contractual conditions as laid down in the Standard Subsidy Contract.*] **All other project partners delete this sentence**

.....

(Place, Date/month/ year)

.....

(Name and signature of legal representative)

**PARTNERSHIP AND CO-FINANCING STATEMENT**

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*(Project Title)*

In the case of approval of the above mentioned project, applying for assistance from the **(INTERREG VI-A) IPA Bulgaria Serbia Programme** we hereby declare that

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*(Name of Institution)*

listed as **PP1** in the Application form - Part D/ D.1. Project budget per fund, has examined and agreed on his tasks and activities described in the Application form - Part C, undertakes to comply with the principles of good partnership practice and to provide

**EUR** **0,00**

as own contribution and/or other sources to the (INTERREG VI-A) IPA Bulgaria Serbia project budget.

We furthermore confirm that any project expenditure related to the above mentioned project will not be funded by any other EU programme.

.....  
*(Name of the legal representative of the Project Partner)*

.....  
*(Position)*

.....  
*(Date)*

.....  
*(Signature)*

## DECLARATION OF E-MAIL ADDRESS OF THE LEAD PARTNER

I, the undersigned

*(Surname, name, father's name of the official representative of the Lead partner organization, as per current legal standing certificate or equivalent (for municipalities/ organizations),*

identified with the ID card No: \_\_\_\_\_, issued by \_\_\_\_\_, on \_\_\_\_\_,

in my capacity of legal representative of the Lead partner

in the project

(project ID and title)

submitted under the (INTERREG VI-A) IPA Bulgaria Serbia Programme

Declare that the following e-mail address should be used for official communication with the Programme bodies:

(e-mail address)

### **Furthermore I declare that:**

- By submitting this declaration, I accept to receive requests for clarifications and notifications of the outcome of the assessment and selection procedure by the email address specified in this declaration.
- The e-mail address, pointed above, will be the official communication channel between the Managing Authority and the organisation I represent during the entire assessment, selection and pre contracting process.
- Any requests for clarifications and notifications shall be deemed to have been received on the date upon which the Managing Authority has sent them to the email address referred to in the declaration.
- In cases when the organisation I represent has not responded to a clarification request within the set deadline or failed to meet other deadlines, the Managing Authority shall bear no responsibility if the respective clarification request or notification had been sent to the electronic address referred to in the declaration.

Signed on behalf of the Lead partner

.....  
(Date/month/year)

.....  
(Name and signature of legal representative of organization)

## STATE AID DECLARATION

**I, the undersigned**

*(name, father’s name, surname of the official representative of the organization, as per current legal standing certificate or equivalent)*

**identified with the ID card No:** \_\_\_\_\_, **issued by** \_\_\_\_\_, **on** \_\_\_\_\_,

**in my capacity of a legal representative of a partner organization** \_\_\_\_\_ *(name headquarters),* \_\_\_\_\_ *(national registration number)*

**in the project** \_\_\_\_\_ *(project ID and title),* submitted to the **Interreg VI-A IPA Bulgaria Serbia Programme**

**Declare that:**

1. The organization I present:

is not active in the sectors exempted by art. 1, Regulation (EU) 2023/2831

2. The organisation I represent:

is not in a situation of single undertaking\* (in the meaning of art. 2, para. 2 from Regulation (EU) 2023/2831)

is in a situation of single undertaking\* (in the meaning of art. 2, para. 2, Regulation (EU) 2023/2831), and

is not in a situation of merger, acquisition, division /separation of the undertaking

has undergone or is currently undergoing a situation of merger, acquisition, division /separation of the undertaking with the time period specified in Art. 3, para 2, Regulation (EU) 2023/2831

3. Over any period of 3 years, prior to the date of grant the organisation I represent and **all other entities belonging to the same company group**<sup>1\*</sup> as my institution:

has not received any contribution falling under de minimis Regulations

has received the following contribution(s) falling under de minimis Regulations:

	<b>Benefited organisation</b> (name, national registration number)	<b>de minimis granted by</b> (name, national registration number)	<b>Purpose/ activities covered</b>	<b>Amount</b> (euro)
<b>Year “n”</b>				

<sup>1</sup> Please, refer below for definition of article 2, Commission Regulation (EU) 2023/2831

Year "n-1"				
Year "n-2"				
<b>Total:</b>				

has not received any contribution falling under state aid Regulations

has received the following contribution(s) falling under state aid Regulations:

	<b>Benefited organisation</b> (name, national registration number)	<b>State aid granted by</b> (name, national registration number)	<b>Purpose/ activities covered</b>	<b>Amount</b> (euro)
Year "n"				
Year "n-1"				
Year "n-2"				
<b>Total:</b>				

Figures reported in the table above shall be gross (before any deduction of tax or other charge).

*I acknowledge that untruthful/false declarations, in addition to the administrative sanctions and the request of refunding unduly received contribution charged with the interests, can also be prosecuted by the penal code.*

Signed on behalf of the applicant:

.....

*(Date/month/year)*

.....

*(Signature)*

### **\*State aid**

*According to Article 107 of the Treaty on the Functioning of the European Union, state aid is **any aid granted by a Member State or through State resources in any form whatsoever which distorts or threatens to distort competition by favoring certain undertakings or the production of certain goods, therefore affecting trade between Member States.***

***It is not the legal aspect (public or private) but the nature of the activities that the applicant intends to implement that determines whether the state aid discipline has to be respected or not.***

- *The recipient of the aid is an "undertaking".*
- *The aid comes from the State, which is always the case for Interreg programmes.*
- *The aid gives an economic advantage (a benefit) which an undertaking would not have obtained under normal market conditions.*
- *The aid is selectively favouring certain undertakings or the production of certain goods.*
- *The grant affects trade between Member States.*

### **\*Provision of aid by a public body**

*Due to the fact the funds granted by the INTERREG VI-A IPA Bulgaria Serbia Programme are of a public nature, all projects financed under the Programme shall be subject to state aid assessment.*

### **\*Definition of undertaking**

*An entity which exercises an activity of an economic nature and which offers goods and services in competition (actual or potential) with other operators active in the market, carrying out activities of an economic nature, devoted to the production and marketing of goods and services in the market, regardless of its legal status and whether its aim is to make profit or not. An undertaking can be a public body, a NGO, an association, a university, a private firm, etc. In many cases local public or administrative bodies may be considered to be similar to undertakings.*

### **\*Distortion of the market**

*Distortion of the market exists when competition is distorted and this affects trade among Member States. When identifying possible distortion of the market, it is important to consider not the size of the enterprise, but the activities carried out.*

*\* **Agricultural products** mean products listed in Annex I to the Treaty, with the exception of fishery and aquaculture products covered by Regulation (EU) No 1379/2013 of the European Parliament and of the Council of 11 December 2013 on the common organization of the markets in*

*fishery and aquaculture products, amending Council Regulations (EC) No 1184/2006 and (EC) No 1224/2009 and repealing Council Regulation (EC) No 104/2000.*

***\*Primary agricultural production** means the production of products of the soil and of stock farming, listed in Annex I to the Treaty, without performing any further operation changing the nature of such products*

***\*Processing of agricultural products** means any operation on an agricultural product resulting in a product which is also an agricultural product, except on-farm activities necessary for preparing an animal or plant product for the first sale.*

***\*Marketing of agricultural products** means holding or display with a view to sale, offering for sale, delivery or any other manner of placing on the market, except the first sale by a primary producer to resellers or processors and any activity preparing a product for such first sale; a sale by a primary producer to final consumers shall be considered as marketing if it takes place in separate premises reserved for that purpose.*

***\*Fishery and aquaculture products** means the products defined in art. 5, points (a) and (b) of Regulation (EU) 1379/2013*

***Primary production of fishery and aquaculture products** means all operations relating to the fishing, rearing or cultivation of aquatic organisms, as well as on-farm or on-board activities necessary for preparing an animal or plant for the first sale, including cutting, filleting or freezing, and the first sale to resellers or processors;*

***Processing and marketing of fishery and aquaculture products** means all operations, including handling, treatment and transformation, performed following the time of landing – or harvesting in the case of aquaculture – that result in a processed product, as well as the distribution thereof;*

***\*Single undertaking***

*'Single undertaking' includes, for the purposes of Regulation (EU) 2023/2831 and Regulation (EU) 2023/2832, all enterprises having at least one of the following relationships with each other:*

*(a) one enterprise has a majority of the shareholders' or members' voting rights in another enterprise;*

*(b) one enterprise has the right to appoint or remove a majority of the members of the administrative, management or supervisory body of another enterprise;*

*(c) one enterprise has the right to exercise a dominant influence over another enterprise pursuant to a contract entered into with that enterprise or to a provision in its memorandum or articles of association;*

*(d) one enterprise, which is a shareholder in or member of another enterprise, controls alone, pursuant to an agreement with other shareholders in or members of that enterprise, a majority of shareholders' or members' voting rights in that enterprise.*

*Enterprises having any of the relationships referred to in points (a) to (d) of the first subparagraph through one or more other enterprises shall also be considered to be a single undertaking.*

***IMPORTANT: Public support given by the programme to undertakings will be granted under the de minimis rule. This implies that undertakings will receive grants under the Interreg - IPA CBC Programme only if they have not received public aid under the de minimis rule totalling to more than EUR 300 000 over any period of 3 years prior to the date of grant including the amount made available under the procedure in accordance with the provisions set forth in REGULATION (EU) 2023/2831.***

*The public aid considered for the applicable de minimis ceiling comprises all aids granted by the national, regional or local authorities, regardless of whether the resources are provided from domestic sources or are partly financed*

De minimis aid granted in accordance with Article. 5 Regulation (EU) No 2023/2831 may be cumulated with de minimis aid granted in accordance with Commission Regulation (EU) No 2023/2832<sup>2</sup> and it may be cumulated with de minimis aid granted in accordance with other de minimis regulations: Commission Regulations (EU) No 1408/2013<sup>3</sup> and (EU) No 717/2014<sup>4</sup> up to the relevant ceiling laid down in Article 3(2) of the Regulation 2023/2831 up to the relevant ceiling laid down in Article 3, para. 2 of Regulation (EU) No 2023/2831

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<sup>2</sup>Commission Regulation (EU) 2023/2832 of 13 December 2023 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid granted to undertakings providing services of general economic interest – (OJ L, 2023/2832, 15.12.2023, ELI: <http://data.europa.eu/eli/reg/2023/2832/oj>).

<sup>3</sup> Commission Regulation (EU) No 1408/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid in the agriculture sector (OJ L 352, 24.12.2013, p. 9).

<sup>4</sup> Commission Regulation (EU) No 717/2014 of 27 June 2014 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid in the fishery and aquaculture sector (OJ L 190, 28.6.2014, p. 45)



## Statement of Capacity and Compliance with the Principles for Investment

*This declaration shall be completed by any partner foreseeing, in the full project proposal, "investments" as explained in the Contracting Guide*

I, the undersigned [**Title, First Name, Last Name**], as the legal representative of [**Name of the organisation in original language, Name of the organisation in English**], hereby confirm, for all investments for which I am responsible in the framework of the project [**ID, Acronym and Title**]:

- that the organisation I represent has the necessary **financial resources and mechanisms**<sup>1</sup> to cover operation and maintenance costs of the planned investment(s),
- that I am aware of and commit myself to respect, on behalf of the institution I represent, the **obligations of durability**<sup>2</sup> related to productive investment(s) and investment(s) in infrastructure, and make the necessary arrangements to respect these obligations (e.g. being the owner of the land on which the infrastructure investment(s) is/are carried out or having established a legal agreement enabling me to have access to the investment, maintenance of the equipment, etc.),
- that all **regulatory obligations** (European, national and sub-national) and Programme rules relating to **fixed investments in equipment** and **investments in infrastructure and works** are met (the strictest rule prevails)
- that I undertake, on behalf of the institution I represent, to ensure that the **investment(s) will be used for the purposes of the project** as described in the consolidated project application form,
- that I undertake, on behalf of the institution I represent, to carry out an **assessment of expected impacts of climate change for all investments in infrastructure with an expected lifespan of at least five years**<sup>3</sup>,
- that the project investment/s do/does not cause significant harm to the environment (**Do not significant harm principle - DNSH**) in accordance with the Taxonomy Regulation and the European Commission's Notice Technical guidance on the application of 'do no significant harm' under the Recovery and Resilience Facility Regulation (2021/C 58/01)

...../...../.....

.....  
*Signature*

.....  
*Place and Date*

[**Title, First Name, Last Name**]

<sup>1</sup> Art 22 4.d) ETC Regulation EU 2021/1059

<sup>2</sup> Art 65 CPR Regulation EU 2021/1060

<sup>3</sup> Art 22 4.j) ETC Regulation EU 2021/1059

**JUSTIFICATION**

**For calculation of the amount of expenditures planned as a lump sum  
(unit – per contract)**

*(Expenses for feasibility studies, surveys, technical expertise, legal advice, elaboration of works design/specialized software/web-pages, web platforms, video films, clips, procurement expertise, etc.)*

<b>Budget Category (BC): EXTERNAL EXPERTISE AND SERVICES COSTS</b>
<b>BC No.</b>
<b>1. Detailed description of the proposed activity/commitment.</b>
<b>2. Calculation of the envisaged experts' input, including number of experts needed, days/months of involvement and remuneration unit rate.</b>
<b>3. Detailed description of the expected outcomes from the activity, including information about any printed materials (type, number of copies, number of pages) and calculation of the price.</b>
<b>4. Any other additional information the applicant may find appropriate for justification of the proposed cost.</b>

Signed on behalf of the partner

.....  
(Date/month/year)

.....  
(Signature of legal representative)  
/ Or Electronic Signature