

**Interreg**  
CENTRAL EUROPE



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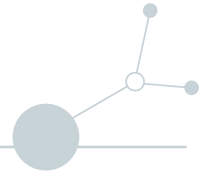


**City of  
Vienna**

European Affairs

# SUBSIDY CONTRACT

Between the Interreg CENTRAL EUROPE  
Managing Authority and the Project Lead Partner



# Subsidy Contract between the Interreg CENTRAL EUROPE Managing Authority and the Lead Partner of the project

«Project ID»; «Acronym»

The following contract between

**City of Vienna**

represented by

**Municipal Department 27**

**(Magistratsabteilung 27)**

**European Affairs**

**Friedrich-Schmidt-Platz 3, A-1082 Vienna,**

**Austria**

- acting as managing authority of the Interreg CENTRAL EUROPE Programme - hereinafter referred to as managing authority (MA) - on behalf of the Federal Republic of Austria, the Republic of Croatia, the Czech Republic, the Federal Republic of Germany, the Republic of Hungary, the Republic of Italy, the Republic of Poland, the Slovak Republic and the Republic of Slovenia.

and

«LP» with its office at

«Address»

represented by

«Legal Representative»

- hereinafter referred to as lead partner (LP), meaning the lead beneficiary, as defined in Article 26 of Regulation (EU) 2021/1059

is concluded on the basis of the rules and documents as specified in § 1 of this contract and lays down the implementing arrangements for the project ID, project title / Acronym

## § 1

### Legal framework and contractual basis

1. The contract is concluded on the basis of the following legal provisions:
  - The European Structural and Investment Funds Regulations, Delegated and Implementing Acts for the 2021-2027 period, especially Article 22 (6) of the Regulation (EU) 2021/1059 of the European Parliament and of the Council of 24 June 2021 as further specified below;
  - The Interreg Programme CENTRAL EUROPE 2021-2027 document, approved by the European Commission on .....
  - The laws of the Republic of Austria applicable to this contractual relationship.
2. The following laws and documents constitute the legal framework applicable to the rights and

obligations of the parties to this contract:

- Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council 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 (Financial Regulation) together with related Delegated or Implementing Acts;
- The European Structural and Investment Funds Regulations, as well as Delegated and Implementing Acts for the 2021-2027 programming period, especially:
  - 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 (Common Provisions Regulation - hereinafter referred to as CPR);
  - 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 (hereinafter referred to as ERDF Regulation);
  - 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 (hereinafter referred to as Interreg Regulation);
  - Other regulations and directives applicable to the implementation of projects co-funded by the ERDF.
- Articles 107 and 108 of the Treaty on the Functioning of the European Union; Commission Regulation (EU) No 1407/2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid; Commission Regulation (EU) No 651/2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty (General Block Exemption Regulation - GBER) and its amendment, in particular Commission Regulation (EU) 2021/1237 amending Regulation (EU) No 651/2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty; Delegated and Implementing acts as well as all applicable decisions and rulings in the field of State aid;
- All other EU legislation and the underlying principles applicable to the LP and its project partners (hereinafter referred to as PPs), including the legislation laying down provisions on public procurement, on competition and entry into the markets, on sustainable development and environment protection, on equal opportunities, non-discrimination and gender equality;
- National rules applicable to the LP and its PPs and their activities;
- All manuals, guidelines and any other documents relevant for project implementation (e.g. programme manual and call-specific Terms of Reference) in their applicable/latest version as published on the programme website.

In case of amendment of the above mentioned legal norms and documents, and any other documents of relevance for the contractual relationship (e.g. the project application form) the latest version shall apply.

## § 2

### Award of subsidy

1. Based on the application form and annexed documents (altogether hereinafter referred to as “application documents”) in their latest version as submitted by the LP through the programme joint electronic monitoring system (hereinafter referred to as “Jems”), in accordance with the decision of the programme Monitoring Committee (hereinafter referred to as MC), dated <date> (and possible amending decisions) an earmarked subsidy is awarded to the LP for the project «Indexproject ID», «Title» from funds of the Interreg CENTRAL EUROPE Programme.

<b>Maximum ERDF amount of funding awarded:</b>	xxxxx Euro (€)
Approved Partners’ co-financing	xxxxx Euro (€)
Approved project total budget:	xxxxxx Euro (€)
Grant rate of the funding:	80%

## § 3

### Terms of funding

1. The subsidy is awarded exclusively for the project as it is described in the latest version of the application documents in accordance with the conditions set out by the MC. The application form and its annexes as approved by the MC form an integral part of this contract.
2. Disbursement of the subsidy is subject to the condition that the European Commission makes the funds available to the extent described above and that all applicable EU and national rules are observed by the Partnership. In case of non-availability of funds the MA cannot be deemed responsible for late or missing payments.
3. If the European Commission fails to make the funds available due to reasons that are outside of the sphere of influence of the programme authorities, the MA is entitled to terminate this contract and any claim by the LP or the PPs against the MA for whatever reason is excluded. In such a case the LP will be duly notified by the MA and guided on the respective steps to be taken.
4. The LP accepts the subsidy and undertakes to carry out the project under its own responsibility as laid out in the applicable laws and rules, including those listed under § 1.
5. Should it become evident that the project will not spend the maximum amount of ERDF-co-financing awarded to it by the MC, the MC may decide to reduce the award accordingly, in compliance with provisions included in the programme manual.
6. Disbursement of the subsidy is subject to the condition that this subsidy contract is signed by the parties to this contract.
7. In case one or more output and result targets, as set in the latest approved version of the application form, are not successfully reached, corrective measures may be put in place to ensure the project performance as well as to minimise the impact at programme level (e.g. adaptation of the project to the changed situation) following the procedures specified in the programme manual.
8. In case a project fails to respect the contractual arrangements on timeliness, budget absorption and achievement of outputs and results, as defined in the latest approved version of the application form, the programme may also reduce the ERDF allocated to the project or, if necessary, stop the project by terminating the subsidy contract.

## § 4

### Duration of the project and the contract

1. The start and end date of the project, as fixed in the latest version of the approved application form, are as follows:

Start date: <dd/mm/yyyy>

End date: <dd/mm/yyyy>

2. Administrative duties of the LP and PPs related to the closure of the project will take place over a period of three months after the project end date. Further specifications on project closure are laid out in the programme manual.
3. Without prejudice to the provision concerning the implementation of the project and the eligibility of expenditure as well as to the rules governing State aid, this contract expires in accordance with obligations on availability of documents as defined in Article 82 of the CPR.

## § 5

### Eligibility of costs

1. Costs which qualify for a subsidy pursuant to § 2.1 of this contract shall exclusively consist of eligible costs needed for implementing activities and realise deliverables and outputs in line with the approved application form. The eligibility of costs for ERDF co-funding is regulated in the European Structural and Investment Funds Regulations [Articles 63 to 67 of the CPR, Chapter V of the ERDF Regulation], as well as in the programme's eligibility rules as included in the programme manual based thereon. All programme rules are published on the programme website.
2. Only expenditure incurred and paid by the PPs is eligible for ERDF co-financing, with the exception of expenditure calculated as lump sums or on a flat rate basis.
3. The LP undertakes to carefully analyse and adhere to those eligibility rules and principles and to contractually forward this obligation to its project partners.
4. The non-compliance with the relevant rules could lead the programme authorities to take corrective measures and exclude ineligible expenditure from the project budget.

## § 6

### Request for payments and paying out of the subsidy

1. The LP may request payments of the ERDF contribution on behalf of the project in compliance with the principle of sound financial management (i.e. the principles of economy, efficiency and effectiveness) and by demonstrating the utility derived from any purchases. To this purpose the LP has to present evidence of project progresses towards the achievement of outputs and results set in the approved application form, by following procedures set in the programme manual and those described in § 7 of this document
2. Payment of costs claimed is made subject to the provision that the payment of the amount is due according to the schedule as mentioned in § 7.1 of this document and that the European Commission has paid corresponding amounts beforehand.
3. Furthermore, payment of funds is subject to the condition that the legality and regularity of activities underlying the expenditure declared has been verified by a national controller appointed in compliance with national rules on the matter and that all supporting documents and certificates necessary for the assessment of the MA/JS are submitted in due time.
4. The MA reserves the right not to accept - in part or in full - certificates of expenditure as described in § 8 of this contract if due to the results of its own checks and/or controls or audits performed by another authority such a certificate or the facts stated therein prove to be incorrect or if the underlying activities are not in line with the legal framework as set out in § 1 of this document. In such a case, the MA will

either reduce the claimed certified amount, demand repayment of funds already paid out unduly or set them off against the next payment claim submitted by the LP, if possible. In compliance with Article 74 (1) (b) of the CPR, payments to the project can be suspended partially or in full in cases of suspicion of an irregularity. The MA is entitled to withhold any ERDF payment to a particular beneficiary (LP or PP) or the project as a whole until all unclear issues related to the implementation, management and reporting are clarified.

5. The MA, through the programme joint secretariat (hereinafter referred to as JS), may request relevant information at any time. That information must be supplied by the LP within the demanded time frame. The LP will also provide information and/or requested documents to other programme authorities, courts of auditors or other control institutions acting within their respective sphere of responsibility.
6. In case of system errors detected within audits, the MA also has the right to temporarily withhold payments. Payment suspension(s) shall be lifted as soon as observations and/or reservations raised by the relevant bodies have been withdrawn.
7. The MA ensures that the LP receives payments of the approved contribution from the programme in time and in full. No deduction, retention or further specific charges which would reduce the amount of the payment shall be made, without prejudice of provisions as above in this article. The ERDF contribution paid by the MA shall not exceed the share of ERDF resulting from the eligible amount verified by each responsible control authority in compliance with § 8 of this document.
8. The disbursement of funds by the MA is subject to the provision by the LP of at least the following information: bank account of the LP, location of project documents at the premises of the LP and each PP, evidence of the signature of the partnership agreement (as set out in § 10 of this document). Such information is to be included in the relevant sections in Jems.
9. The funds will be disbursed in Euro (EUR; €) only. Any exchange rate risk will be borne by the LP. The subsidy will be transferred to the account as indicated by the LP in the supplementary information section of Jems.
10. By paying out the subsidy according to this contract the MA fulfils its obligations resulting from the present contract.
11. In accordance with Article 26 (2) of the Interreg Regulation, unless otherwise agreed by the partnership, the LP shall ensure that the PPs receive the total amount of their respective share of the ERDF as quickly as possible and in full.
12. Payments not requested in time and in full or non in compliance with the payment schedule as indicated in § 7.1 and the overview table of reporting targets and deadlines annexed to this contract may be lost.

## § 7

### Reporting

1. In order to demonstrate the progress of the project implementation as described in § 6.1 of this document the LP has to provide evidence of the progress of project implementation - including the submission of joint progress reports - to the MA via the JS according to the timeframe indicated in the overview table of reporting targets and deadlines annexed to this contract. Changes of these periods require prior approval of the MA. Further details on the reporting procedures are specified in the programme manual.
2. Periodic joint progress reports are of two types: joint activity reports and joint finance reports. Deadlines for submission are differentiated according to the type of periodic joint progress report, as indicated in the overview table of reporting targets and deadlines annexed to this contract.
3. The last joint finance and joint activity reports are to be sent to the MA via JS at the latest three month after the project end date as mentioned in § 4 of this document and in the overview table of reporting targets and deadlines annexed to this contract.
4. Further details on the contents of the reports and procedural rules are laid out in the programme manual, the contents of which the LP accepts and contractually forwards to its PPs.

## § 8

### Verification of expenditure

1. Each joint finance report submitted by the LP to the MA via the JS must be accompanied by certificates confirming the eligibility of expenditure, both at the LP and the PPs level, issued by national controllers as referred to in Article 46 (3) of the Interreg Regulation, according to the system set up by each Member State and in compliance with the requirements set by the legal framework listed in § 1 of this contract.
2. In cases of LP and PPs from countries having set a decentralised control system, the MA reserves the right, after agreement with the national responsible institution, to require that the controller directly selected by the LP or PPs is replaced if considerations, which were unknown when the contract was signed, cast doubts on the controller's independence or professional standards.
3. Changes of address, changes of account number and changes of control authority/institution or name of controller(s) have to be duly notified to the MA via the JS. Should the MA have any objections to the notified changes it may - after prior discussion with the national responsible institution - ask for replacement of the controller or the institution nominated.

## § 9

### Project modifications

1. Project modifications shall be requested by the LP in accordance with the rules and procedures stated in the programme manual. Where relevant, in order to come into effect, modifications must be approved by the relevant programme body/ies.
2. In the application documents the contribution of the LP and each PP are clearly defined. Changes in the project partnership require the prior approval of the relevant programme bodies as outlined in the programme manual. However, once approved, they are valid retrospectively starting from the date indicated in the written approval given by the JS.

## § 10

### Representation of project partners, lead partner liability

1. The LP guarantees that it is entitled to represent the partners participating in the project and that it will establish a partnership agreement according to Article 26 (1) (a) of the Interreg Regulation. The partnership agreement shall hold, as minimum content, the rules set in the template of partnership agreement provided by the programme. The allocation of tasks, mutual responsibilities and obligations among the LP and the PPs are specified in this partnership agreement.
2. The signature of the partnership agreement shall be demonstrated at the latest within three month after the entering into force of the subsidy contract, as laid out in the programme manual. The MA reserves the right to check the partnership agreement in order to verify that it has been signed and that it is in conformity with the minimum requirements mentioned in this article.
3. The LP guarantees furthermore that it has complied with the legal framework according to § 1 of this contract and with all the relevant legal and other requirements under the law which applies to it and to the PPs and their activities and that all necessary approvals (e.g. building permissions, environmental impact assessment statements) have been obtained. The LP is obliged to contractually forward § 1 of this contract in its entirety to the PPs and to include all obligations as set out in this document into the partnership agreement.
4. The LP shall provide the PPs with all information and documents needed for a sound and legally correct project implementation, including requirements related to branding.
5. In accordance with Article 26 (1) (b) of the Interreg Regulation, the LP bears the overall financial and legal responsibility for the entire project and for the PPs. It will be held liable if obligations as laid out in this contract or in applicable European Union's or national laws are not fulfilled by the project partnership.

6. The LP is furthermore liable towards the MA for ensuring that all PPs fulfil their obligations. It is also liable towards the MA for infringements by the PPs of obligations under this contract in the same way as for its own conduct.
7. If the MA demands repayment of subsidy funds in accordance with this contract, the LP is liable towards the MA for the total amount of those funds. The LP is entitled to ask repayment from its PPs as stipulated in Article 52 (3) of the Interreg Regulation.
8. The MA cannot, under any circumstances or for any reason whatsoever, be held liable for damage or injury sustained by the staff or property of the LP or one of its PPs while the project is being carried out. The MA can therefore not accept any claim for compensation or increases in payment in connection with such damage or injury.
9. The LP shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the project is being carried out. The LP shall discharge the MA of all liabilities associated with any claim or action brought as a result of an infringement of rules or regulations by the LP or one of its PPs, or as a result of violation of a third party's rights.

## § 11

### Project and financial management

1. The LP ensures a professional management of the project.
2. In compliance with Article 63 (9) of the CPR the LP ensures that expenditure items included in requests for reimbursement do not receive support from the same or any other EU Programme, EU fund or Union instrument.
3. The LP coordinates the start and implementation of the project according to the time schedule as indicated in this contract and the work plan included in the application form.
4. The LP shall install a separate accounting system or an adequate accounting code set in place specifically for the project and shall safeguard that the eligible costs as well as the received subsidies can be clearly identified.
5. In line with Article 26 (1) (c) of the Interreg Regulation the LP ensures that expenditure claimed by the PPs has been controlled to verify that it has been used for the purpose of implementing the project and corresponds to the activities agreed between the LP and PPs as set out in the project application form.
6. The LP is responsible for ensuring the implementation of the entire project in observation of the rules and procedures set in the programme manual (e.g. with regard to monitoring the project physical and financial progress, recording and storing of documents, written requests for project modifications, implementation of information and branding measures) and for ensuring that the PPs are made aware of their obligations.
7. The LP informs the MA and JS immediately about all circumstances that delay, hinder or make impossible the realisation of the project as well as all circumstances that mean a change of the disbursement conditions and frameworks as laid down in this contract (e.g. loss of a project partner, making use of additional subsidies) or circumstances which oblige the MA to reduce payment or demand repayment of the subsidy in whole or in part.
8. The LP provides the MA and JS with any information requested without delay.
9. The LP implements the project in accordance with European Union's and national legislation as well as in line with the programme requirements, e.g. on procurement and State aid, and ensures that also the PPs respect these rules.
10. The LP provides data in Jems, in compliance with this contract and according to the MA and JS instructions.
11. The LP submits the main project outputs and deliverables as appropriate following the procedures set in the programme manual. One specimen of each developed material shall be stored at the LP's or PP's premises for control and audit purposes.
12. The LP seeks the guidance from the JS where necessary and participates to meetings organised by the



programme.

13. The LP invites the MA/JS to participate in project Steering Committee meetings as an observer and sends minutes of these meetings to the MA/JS.
14. The LP supports the programme in its information, communication and evaluation activities (e.g. joins project exhibitions, submits texts for programme website and publications).
15. In accordance with the provisions of the Regulation (EU) 2016/679 (General Data Protection Regulation) in its valid version the MA is entitled to process personal data of the LP and all PPs, which are contained in the project application form and which are acquired in the organs and authorized representatives of the following bodies and authorities: national control bodies and bodies and authorities involved in audits carried out for the programme, European Commission, auditing bodies of the European Union and the City of Vienna, the federal Ministry of Finance of the Republic of Austria or any other institution responsible for conducting audits or controls according to European Union's or national laws. In addition, the MA is entitled to process such data and to share them with other programmes in order to implement their tasks linked to European anti-corruption policy and to make such data available to bodies and authorities for evaluation and monitoring purposes.

Furthermore, the programme bodies may use the names and addresses of all project partners, the purpose and the amount of the subsidy in the framework of information and communication measures concerning the programme as well as reporting to the European Commission.

16. In accordance with Articles 44 and 45 of the CPR, the LP and all PPs undertake to provide experts or bodies authorised by the Interreg CENTRAL EUROPE Programme carrying out project evaluations and/or studies with any document or information requested for the evaluation purpose. Information might be provided by the LP and PPs also through surveys and/or interviews.

#### 17. (for State aid relevant projects)

The LP ensures that, in case of ERDF granted under State aid, the LP and its PPs will respect all necessary requirements provided for in the relevant regulations, as listed under § 1. The LP is obliged to contractually forward this clause in its entity to the PPs.

In particular, the following State aid provisions apply:

(specific contractual conditions on State aid elaborated for the project following project assessment)

## § 12

### Financial controls, audits

1. The European Commission, the European Anti-Fraud Office (OLAF), the European Court of Auditors (ECA) and, within their responsibility, the auditing bodies of the participating EU Member States or other national public auditing bodies as well as the Programme audit authority, the MA and the JS are entitled to audit the proper use of funds by the LP or by its PPs or to arrange for such an audit to be carried out by authorised persons. The LP and PPs will be notified in due time about any audit to be carried out on their expenditure.
2. The LP undertakes all the necessary actions to comply with the fundamental requirements indicated in this contract, the applicable laws and programme documents (programme manual and the call-specific Terms of Reference), which are an integral part of this contract, to provide for comprehensive documentation on compliance with those norms and the accessibility to this documentation. Besides the obligations with regard to reporting and information the LP particularly:
  - a) keeps all documents and data required for controls and audits safely and orderly as further specified in § 11 of this contract;
  - b) makes all necessary arrangements to ensure that any audit, notified by a duly authorized institution as indicated in § 12.1 can be carried out smoothly; and
  - c) provides any requested information to these institutions about the project and gives access to their business premises, provides and gives access to all the information and documents supporting the audit trail as requested in the European Structural and Investment Funds Regulations, Delegated and Implementing Acts and the programme manual.

3. The LP shall promptly inform the MA via the JS about any audits that have been carried out by the bodies mentioned in § 12.1 of this contract.
4. If, as a result of the controls and audits any expenditure is considered non eligible according to the regulatory framework as in § 1 of this contract, the procedure described in § 13 and § 6 (4) of this contract shall apply.

## § 13

### Withdrawal or recovery of unduly paid-out funds

1. In case the MA discovers (e.g. during the day-to-day management or during on-site checks) any unduly paid out funds, e.g. due to administrative errors or irregularities, a breach of contract or infringement of the legal provisions as laid out in § 1 of this document, or in case the MA is notified of such cases, the MA shall, if necessary in consultation with the respective Member State concerned and by informing the MC, demand from the LP repayment of the subsidy in whole or in part.
2. The LP shall ensure that, if applicable, the concerned PP repays the LP any amounts unduly paid in accordance with the partnership agreement and the programme manual. The amount to be repaid can be withdrawn from the next payment to the LP or, where applicable, remaining payments can be suspended. In case of closed projects, the LP is obliged to transfer the unduly paid-out funds to the MA. The repayment amount is due within one month following the date of receiving 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 e-mail correspondence the relevant date shall be the date of sending the e-mail, regardless of the date of receiving any mails sent additionally in hardcopy version. If the letter is sent in a hardcopy version only, it is assumed that the mail is received three days after the date on which the mail was posted.
3. Any delay in effecting repayment shall give rise to interest on account of late payment, starting on the due date and ending on the date of actual payment. The rate of the late interest applied to the amount to be recovered will be calculated in accordance with Article 88 of the CPR.
4. In case factors behind the recovery procedure show violation of the subsidy contract (see § 17 of this contract) the MA will consider the termination of the contract as last resort. In any case the partnership will be heard before taking a final decision on the termination of the contract.

## § 14

### Communication and branding

1. Unless the MA requests otherwise, any notice or publication made by the project including presentations at conferences or seminars, shall point out that the present project was implemented through financial assistance from ERDF funds of the Interreg CENTRAL EUROPE Programme, as required by Annex IX of the CPR. All information, communication and branding measures of the project shall be carried out in accordance with the aforementioned rules, the latest version of the approved application form, the programme manual and any other guidelines issued by the programme on the matter. The LP shall take care that the PPs comply with these requirements and provide them with relevant documents and any programme guidelines.
2. Any notice or publication relating to the project made in any form and by any means, including digital and online, must state that it only reflects the author's view and that the programme authorities are not liable for any use that may be made of the information contained therein.
3. The LP also takes the full responsibility for the content of any notice, publication and marketing product provided to the MA which has been developed by the LP, any of the PPs or third parties on behalf of the LP or the PPs. The LP is liable in case a third party claims compensation for damages (e.g. because of an infringement of intellectual property rights). The LP will indemnify the MA in case the MA suffers any damage because of the content of the publicity and information material.
4. The LP shall ensure that the project partnership complies with all publicity, communication and branding obligations (e.g. on the use of the programme logo, information requirements, organisation of events) as further specified in the programme manual and any other guidelines issued by the programme on the matter.

5. In line with Article 49 (3) of the CPR, the MA is authorised to publish the following information:
  - (a) name of the LP and its PPs;
  - (b) name of the project;
  - (c) the project summary including project purposes and its expected achievements;
  - (d) abstract of progress reports with the project actual achievements;
  - (e) start date of the project;
  - (f) expected or actual date of completion of the project;
  - (g) the ERDF funding and the total cost of the project;
  - (h) the programme specific objective concerned;
  - (i) the location indicator or geolocation for the project and the countries concerned;
  - (j) the location of the LP and its PPs;
  - (k) the type of intervention for the project in accordance with point (g) of Article 73 (2) of the CPR.
6. The MA is entitled to furthermore use these data for information and communication purposes as listed in Annex IX of the CPR, cited in § 1 of this contract.
7. The MA on behalf of the MC and of other programme promoters at national level is entitled to use the outputs and results for information and communication actions in respect of the programme.

The LP agrees that information about outputs is forwarded by the MA to other programme authorities as well as the Member States taking part in the programme to use this material to showcase how the subsidy is used.

For the purpose of meeting the objectives as set out in § 6 of this contract the LP has to provide evidence of the deliverables and outputs produced as further specified in the programme manual.

8. The LP shall ensure that communication and visibility material including at the level of PPs is made available upon request to the MA (and further to EU institutions, bodies, offices or agencies) and that a royalty-free, non-exclusive and irrevocable licence to use such material and any pre-existing rights attached to it is granted to the MA (and further EU institutions, bodies, offices or agencies) in accordance with Annex IX of the CPR.

## § 15

### Ownership - use of outputs

1. Ownership, title and industrial and intellectual property rights in the results of the project and the reports and other documents relating to it shall, depending on the applicable national law and/or the partnership agreement, vest in the LP and/or its PPs. The partnership is entitled to establish the property rights of the products deriving from the project.
2. The ownership of outputs having the character of investments in infrastructure or productive investments realised within the project must remain with the concerned LP and/or PPs according to the timeframe as well as under the conditions set in Article 65 of the CPR. Should any of the conditions set by the mentioned Regulation not be met at a certain point of time, the MA/JS must be immediately informed by the concerned LP or PP. The MA will recover the unduly paid ERDF contribution in proportion to the period for which the requirements have not been fulfilled.
3. The MA reserves the right to use the outputs and results for information and communication actions in respect of the programme.

## § 16

### Assignment, legal succession

1. The MA is entitled at any time to assign its rights under this contract. In case of assignment the MA will inform the LP without delay.
2. The LP is in exceptional cases and in well-founded circumstances allowed to assign its duties and rights under this contract only after prior written consent of the MA, in accordance with procedures for partner modification set in the programme manual.
3. Where according to national laws the legal personality does not change and where all assets of the LP or

a PP are taken over so that a deterioration of the financial capacity of the acquiring institution is not to be expected (i.e. in cases of universal succession) prior consent by the MA is not necessary. The LP, however, shall submit related information together with all documents that are necessary to analyse the legal case in due time to the MA via the JS. If the MA comes to the conclusion that the conditions as stated above are not fulfilled (e.g. in cases of a singular succession), the LP will be informed that a partner modification procedure as stated in § 16 (2) has to be initiated.

4. In case of assignment or any form of legal succession of a LP or PP the LP or PP concerned is obliged to assign all rights and obligations and all project related documents to each and any assignee or legal successor. Related reports to the MA and JS as requested in the programme documents have to be forwarded by the LP.

## § 17

### Termination and repayment

1. In addition to the right of termination as laid down in § 3 the MA is entitled, in whole or in part, to terminate this contract and/or to demand repayment of subsidy in any of the following circumstances:
  - a) the LP has obtained the subsidy through false or incomplete statements or through forged documents;
  - b) the LP and its PPs receive additional funding from the European Union for all or part of the project expenditure reported under the programme during the period of the implementation of the project;
  - c) the project has not been or cannot be implemented, or it has not been or cannot be implemented in due time;
  - d) the project has not started in due time and a written reminder by the MA or JS remains unsuccessful;
  - e) a change has occurred, e.g. with regard to nature, scale, ownership, cost, timing, partnership or completion of the project, that has put at risk the achievement of the results planned and stated in the latest version of the approved application form;
  - f) the project outputs and results are not in line with those described in the approved application form;
  - g) the LP has failed to submit evidence of project progresses (including reports, as in the overview table of reporting targets and deadlines annexed to this contract), or to supply necessary information needed to verify project compliance, provided that the LP has received a written reminder setting an adequate deadline and explicitly specifying the legal consequences of a failure to comply with requirements and has failed to comply with this deadline;
  - h) the LP has infringed its duty to ask for prior written approval where indicated by this contract or in the programme manual or has failed to immediately report events delaying or preventing the implementation of the project funded or any circumstances that mean a change of the disbursement conditions and frameworks as laid down in this contract;
  - i) the LP or its PPs obstruct or prevented the financial control and auditing as indicated in § 12 of this contract;
  - j) the amount of funding awarded has been partially or entirely misapplied for purposes other than those agreed in this contract;
  - k) insolvency proceedings are instituted against the assets of the LP or one of the PPs or insolvency proceedings are dismissed due to lack of assets for cost recovery or the LP or one of the PPs closes down or liquidates, provided that this appears to prevent or risk the achievement of the project objectives;
  - l) the LP does - for any reasons - not make available the outputs to the MA;
  - m) regulations of EU-law including the horizontal policies or national regulations have been violated;
  - n) the ownership of project outputs having the character of investments in infrastructure or productive investments did not remain with the concerned LP and/or PPs for the timeframe and under the conditions set in Article 65 of the CPR;
  - o) the LP and/or any of the PPs is in the situation of undertaking in difficulty, within the meaning of point (18) of Article 2 of Regulation (EU) No 651/2014 as well as in compliance with Article 7 (1) (d) of the ERDF Regulation;
  - p) the LP has failed to fulfil any other conditions or requirements for assistance stipulated in this contract and the provisions it is based on, notably if these conditions or requirements are meant to guarantee the successful achievement of the programme objectives.

2. Prior to or instead of terminating the contract as provided for in this article, the MA may suspend payments as a precautionary measure, without prior notice. This measure shall be lifted as soon as the reasons for such measures cease to apply or requested proof can be furnished.
3. If the MA exercises its right of termination and the LP is demanded full or partial repayment of amounts already paid, the LP is obliged to transfer the repayment amount to the MA. The repayment amount is due within one month 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.
4. If a LP or PP fails to return unduly paid funds in another project funded by the Interreg CENTRAL EUROPE Programme, the MA has the right to withdraw the corresponding ERDF from any open payment in this project.
5. If the MA exercises its right of termination, offsetting by the LP is excluded unless its claim is undisputed or recognised by declaratory judgement.
6. If the MA exercises its right of termination and the LP is demanded full or partial repayment of amounts already paid, any delay in effecting repayment shall give rise to interest on account of late payment, starting on the due date and ending on the date of actual payment. The rate of the late interest applied to the amount to be recovered will be calculated in accordance with Article 88 of the CPR.
7. After termination of this contract, the LP's obligations (inter alia §§ 11, 12, 13, 17, 20) and liabilities remain.
8. Bank charges incurred by the repayment of amounts due to the MA shall be borne entirely by the LP.
9. If any of the circumstances indicated in the aforementioned point 1 of this article occur before the full amount of subsidy has been paid to the LP, payments may be discontinued and there shall be no claims to payment of the remaining amount.
10. As laid out in § 3.3, the MA is entitled to terminate this contract if the European Commission fails to make the funds available due to reasons that are outside of the sphere of influence of the programme.
11. Any further legal claims shall remain unaffected by the above provisions.

## § 18

### Force majeure

1. Force majeure shall mean any unforeseeable and exceptional event affecting the fulfilment of any obligation under this subsidy contract, which is beyond the control of the LP and PPs and cannot be overcome despite their reasonable endeavours (e.g. substantial changes due to changes in political or financial terms). Any default of a product or service or delays in making them available for the purpose of performing this contract and affecting the project performance, including, for instance, anomalies in the functioning or performance of product or services, labour disputes, strikes or financial difficulties do not constitute force majeure.
2. If the LP or PPs are subject to force majeure liable to affect the fulfilment of its/their obligations under this subsidy contract, the LP shall notify the MA via the JS without delay, stating the nature, likely duration and foreseeable effects.
3. If the MA is subject to force majeure liable to affect the fulfilment of its obligations within the framework of this contract, it shall notify it to the LP without delay, stating the nature, likely duration and foreseeable effects.
4. Neither the MA nor the LP or the PPs shall be considered to be in breach of their obligations to execute the project if it has been prevented from complying by force majeure. Where LP or PPs cannot fulfil their obligations to execute the project due to force majeure, grant for accepted eligible expenditure occurred may be made only for those activities which have actually been executed up to the date of the event identified as force majeure. All necessary measures shall be taken to limit damage to the minimum.



## § 19 Litigation

1. This contract is governed by and construed in accordance with the laws of the Federal Republic of Austria. Thus, the laws of Austria shall apply to all legal relations arising in connections with this agreement.
2. In case of disputes between the MA and the LP, presumption of the good faith from the LP will be privileged and, prior to litigation, mediation procedures shall be set in place.
3. In case of litigation the venue is the court of competent jurisdiction at the seat of the Administration of the City of Vienna (location 1010 Vienna, City Hall). Legal proceedings will be in German.

## § 20 Concluding provisions

1. The provisions mentioned in § 1 of this contract shall apply and the rights and obligations derived thereof shall become part of this contract. All cited laws, regulations and Programme documents mentioned are applicable in their latest valid version. The LP declares to respect the legal framework as mentioned and to contractually forward all relevant obligations and stipulations concerning the PPs arising from the present contract to the project partnership.
2. The programme language is English. Thus, all correspondence with the MA/JS under this contract must be in English language. Documents have to be submitted as requested in this contract or other programme documents.
3. Unless otherwise stated, all communication is sent to the JS with contact details mentioned on the programme website.
4. If any provision in this contract should be wholly or partly ineffective, the parties to this contract undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.
5. In case of differences that are not ruled by this contract, the parties agree to find a conjoint solution.
6. Amendments and supplements to this contract and any waiver of the requirement of the written form must be made in written form and have to be indicated as such. Consequently, any changes of the present contract shall only be effective if they have been agreed on in writing and have been designated as amendment of or supplement to the contract.
7. Any costs, fees or taxes not eligible or any other duties arising from the conclusion or implementation of this agreement shall be borne by the LP and/or its PPs.
8. The LP is free to accept and sign this contract within two months after having been offered it by the MA (date of sending). After two months the offer of the MA loses any relevance unless the MA agrees to a prolongation of this period of time.
9. The present contract shall come into force upon signature of both parties to this contract. It remains valid as long as any duties linked to the ERDF subsidy might be claimed and in any case at least until the end of the applicable retention period as communicated by the MA to the LP in compliance with the programme manual.

.....  
(Place + Date)

.....  
(Place + Date)



.....  
Name of the legal representative  
of the lead partner

.....  
Name of the legal representative  
of the City of Vienna  
(Head of the Managing Authority of the Interreg CENTRAL  
EUROPE programme)

.....  
(Signature + Stamp)

.....  
(Signature + Stamp)

Annexes:

- Approved application form (version xx)
- Overview table on reporting targets and deadlines

The following documents, forming part of the legal framework to be observed in compliance with § 1, can be downloaded from the programme's website [www.interreg-central.eu](http://www.interreg-central.eu).

- Programme manual
- Terms of Reference for the call for proposals under which the project was selected for funding.