

Transnational Cooperation Programme Interreg  
Balkan-Mediterranean 2014-2020  
CCI 2014TC16M4TN003

# Partnership Agreement

BETWEEN

the Lead Beneficiary; and

the Project Beneficiaries

of the Operation (Project) “Promoting Energy Efficiency in Public Buildings of the  
Balkan Mediterranean Territory - PRO-ENERGY”

Co-financed by the Cooperation Programme

“Interreg V-B Balkan-Mediterranean 2014-2020”

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In Igoumenitsa at P.Tsaldari 18, today, Friday, March 29, 2019 the:

**LEAD BENEFICIARY**

1. Region of Epirus - Regional Unit of Thesprotia, 18 P. Tsaldari Str., 46100 Igoumenitsa, Greece

Represented by:

Mr. Thomas Pitoulis, Vice-Governor of Thesprotia

**and the PROJECT BENEFICIARIES**

2. Development Agency of Evia SA, 93 Chaina Avenue, 34100 Chalkida, Greece

Represented by <Mr. Evangelos Koukouzas, President> in its capacity as Project Beneficiary No. 2:

3. Cyprus Energy Agency, 10-12 Lefkonos Str., 1011 Nicosia, Cyprus

Represented by <Mr. Savvas Vlachos, Director> in its capacity as Project Beneficiary No. 3:

4. Department of Electrical and Mechanical Services – Ministry of Transport, Communications and Works, St. Hilarion Avenue, Kaimaki, 1426 Nicosia, Cyprus

Represented by <Mr. Marcos Marcou, Director> in its capacity as Project Beneficiary No. 4:

5. Regional Development Agency with Business Support Centre for Small and Medium-sized Enterprises, Tsar Boris III Obединitel 37, Pavilion 27, Plovdiv 4000, Bulgaria

Represented by < Mr. Velizar Petrov, Executive Director> in its capacity as Project Beneficiary No. 5:

6. Ministry of Infrastructure and Energy, Sheshi "Skederbej" 101, 1001 Tirana, Albania

Represented by < Mr. Damian Gjikhuri, Minister> in its capacity as Project Beneficiary No. 6:

**Herein referred to as the "Parties"**

**Having regard to the following legal framework:**

- European Commission **Decision C(2015) 6619/ 25-09-2015** approving the Interreg V-B "Balkan-Mediterranean 2014-2020" Cooperation Programme and its amendments;
- **Regulation (EU) No. 1303/2013** of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the

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- European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No. 1083/2006, and its amendments;
- **Regulation (EU) No. 1301/2013** of the European Parliament and of the Council of 17 December 2013 on the European Regional Development Fund and on specific provisions concerning the Investment for growth and jobs goal and repealing Regulation (EC) No 1080/2006, and its amendments;
  - **Regulation (EU) No. 1299/2013** of the European Parliament and of the Council of 17 December 2013 on specific provisions for the support from the European Regional Development Fund to the European territorial cooperation goal, and its amendments;
  - **Regulation (EU) No. 231/2014** of the European Parliament and of the Council of 11 March 2014 establishing an Instrument for Pre-accession Assistance (IPA II), and its amendments;
  - **Regulation (EU, Euratom) No. 966/2012** of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002, and its amendments;
  - **Commission Delegated Regulation (EU) No. 1268/2012** of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No. 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union, and its amendments;
  - **Commission Implementing Regulation (EU) No. 821/2014** of 28 July 2014 laying down rules for the application of Regulation (EU) No 1303/2013 of the European Parliament and of the Council as regards detailed arrangements for the transfer and management of programme contributions, the reporting on financial instruments, technical characteristics of information and communication measures for operations and the system to record and store data, and its modifications;
  - **Commission Delegated Regulation (EU) No. 481/2014** of 4 March 2014 supplementing Regulation (EU) No. 1299/2013 of the European Parliament and of the Council with regard to specific rules on eligibility of expenditure for cooperation programmes, and its amendments ;
  - **Article 20 of Regulation (EU) No. 651/2014** of the Commission of 17 June 2014 declaring certain categories of aid compatible with the internal market within the meaning of Articles 107 and 108 of the Treaty, and its amendments;
  - **Commission Regulation (EU) No. 1407/2013** 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, and its amendments;
  - The financing agreements signed between the European Commission, each IPA country in question and the Interreg V-B "Balkan-Mediterranean 2014-2020" Programme's Management Authority, and their amendments;
  - The decisions of the Monitoring Committee of March 10<sup>th</sup>, 2017 and of July 11<sup>th</sup>, 2018;
  - The Programme and Project Implementation Manuals approved by the Programme Monitoring Committee and its updates.
  - The application documents (Application Form and any additional declarations) form an integral part of this contract

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## Article 1 – Project objectives

1. The project < **Promoting Energy Efficiency in Public Buildings of the Balkan Mediterranean Territory**> of the Cooperation Programme "Interreg V –B Balkan-Mediterranean 2014-2020" shall contribute to the objectives set out in the Cooperation Programme. These objectives are, in summary, *to promote Energy Efficiency in public buildings in the Balkan Mediterranean territory& to create a practical framework of modelling& implementing energy investment interventions, through specific ICT monitoring& control systems, as well as through energy performance contracting (EPC). The specific objective of PRO-ENERGY is to reduce by more than 20% the energy spending in public buildings of the participating entities in one year after the implementation of pilot actions.*

## Article 2 – Purpose of the Partnership Agreement

1. By the present Partnership Agreement, the Lead Beneficiary and the other project beneficiaries shall define the rules of procedure for the works of the project that must be carried out and the rules that govern their relations, within the Partnership set up, in order to implement and complete the aforementioned
2. The Application Form as approved by the Monitoring Committee, and forms an integral part of this Partnership Agreement.

## Article 3 – Duration of the Partnership Agreement

1. This Agreement enters into force on the date of its signing by the last signatory. It shall remain in force until the Lead Beneficiary has discharged in full its obligations towards the Managing Authority (MA). Nevertheless, general obligations under EU and national legislation remain applicable, especially the conditions set out for audits and archiving obligations as in Article 140 of Regulation (EU) No. 1303/2013 and in Article 3.3 of this Agreement.

## Article 3 – Partnership

1. The ERDF and the IPA beneficiaries, if applicable, appoint commonly < Region of Epirus - Regional Unit of Thesprotia> as the Lead Beneficiary (LB) that bears the overall responsibility for the project.
2. For the successful management of the partnership and completion of the operation, a **project Steering Committee** will be set up. The Steering Committee will be responsible for monitoring the implementation of the project. The Steering Committee will be chaired by the Lead Beneficiary. Its members shall include the Lead Beneficiary and project beneficiaries. The Steering Committee shall meet on 6-month basis. The JS/MA can also be invited to attend the meetings.
3. The Steering Committee approves its internal rules of procedure at its first meeting. These include its own decision-making procedures which are validated by all beneficiaries. The obligatory tasks of the said Committee are set out in the Project Implementation Manual.  
The Steering Committee will have the authority to delegate specific tasks or responsibilities to such sub-committees or working groups as it shall deem appropriate to establish.

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## Article 4 – Lead Beneficiary

1. The LB of the project:
  - a. Is responsible for the overall coordination, management and implementation of the project vis-à-vis the MA.
  - b. Ensures that the expenditure presented by the beneficiaries participating in the project has been incurred for the purpose of implementing the operation and corresponds to the activities agreed between those beneficiaries as specified in the approved Application Form.
  - c. Ensures that the expenditure presented by the beneficiaries participating in the operation has been verified by the controllers.
  - d. Shall receive and transfer ERDF contribution for the part of the operation implemented by project beneficiaries who are not located in Greece, participating in the operation. No amount shall be deducted or withheld and no specific charge or other charge with equivalent effect shall be levied that would reduce the ERDF/ IPA amount that corresponds to each project beneficiary as indicated above. Project Beneficiaries located in Greece will receive ERDF contribution from the Greek Public Investment Account..
  - e. Shall appoint a **Project Manager** who has operational responsibility for the implementation of the overall project and a **Financial Manager**.
  - f. Will ensure timely commencement of the project and implementation of the entire project within the time schedule in compliance with all obligations to the MA. The Lead Beneficiary shall notify the JS of any factors that may adversely affect implementation of the project activities and/or financial plan.
  - g. Shall prepare a work plan setting out tasks to be undertaken as part of the project, the role of the project beneficiaries in their implementation, and a project budget.
  - h. Shall prepare the project's progress reports and consent to the Payment Claim submission to the EC in relation to the verified expenditure of the project as described in the Article 7.3 herewith and according to the Programme and Project Implementation Manual, as in force.
  - i. Shall address requests for project modifications, according to the Programme and Project Implementation Manual, as in force.
  - j. Shall be, in general, the contact point representing the partnership for any communication with the JS/MA or any other of the Programme Structures. Shall carry out any other tasks agreed with the project beneficiaries.

## Article 5 – Project Beneficiaries

1. Project Beneficiaries are the bodies responsible for carrying out specific project activities in the manner and scope indicated in the approved Application form within the approved timetable.
2. Each project beneficiary , will be responsible for:
  - a. Carrying out the specific activities set out in the Application form;
  - b. Providing all information and data to the Lead Beneficiary that is required by the latter to coordinate and monitor the implementation of the project and to perform its reporting duties towards the MA;
  - c. Submitting expenditure for verification to the designated Controllers. The Certificates of Verified Expenditure are issued by the Controller(s) and sent via the MIS to the Beneficiary concerned, the Lead Beneficiary and the MA/ JS, in order for the verified expenditure to be included in a Payment Claim, according to the provisions of Article 7.3 herewith.;

- d. Notifying the Lead Beneficiary of any factors that may adversely affect implementation of the project in accordance with the work plan;
  - e. Project Beneficiaries not located in Greece are responsible to repay to the Lead Beneficiary any amounts of ERDF or IPA contribution unduly paid concerning their participation in the project, within a month by the receipt of the written request of the Lead Beneficiary, on the basis of a written notification by the MA/CA. For project beneficiaries located in Greece that have to repay ERDF contribution unduly paid, the MA/Certifying Authority (CA) may withhold any amounts concerned from future applications of interim payments setting off the relevant amounts in relation to the operation of the Greek Public Investment Account.. In any other case the procedure for recoveries of unduly paid amounts for beneficiaries located in Greece is immediately initiated by the competent Greek authorities.
  - f. Introducing a separate accounting system for keeping and recording expenses for the project;
  - g. Contributing to the smooth implementation of the communication and capitalisation activities of the project, as set out in the Programme Manual;
  - h. Complying with all the rules and obligations set out in the Subsidy Contract and in the partner declaration signed by every party ;
  - i. Ensuring the compliance of the project's implementation with the EU and national legislation with regard, especially, to State aid and public procurement;
  - j. Attending the project Steering Committee meetings, participating in the smooth governance of the project and in the decision making procedure..
3. Project Beneficiaries agree to undertake all necessary steps enabling the Lead Beneficiary to comply with its responsibilities as set out in the Subsidy Contract and the applicable Regulations.

#### Article 6: Project budget and Eligible Expenditure

1. The budget allocated to each project beneficiary as well as the project total budget is presented in the table below:

	Institution	Country	EU Contribution (85%)	National Contribution (15%)	Total Eligible Budget
Lead Beneficiary	Region of Epirus - Regional Unit of Thesprotia	Greece	260.100,00€	45.900,00	306.000,00€
Beneficiary 2	Development Agency of Evia SA	Greece	166.175,00€	29.325,00€	195.500,00€
Beneficiary 3	Cyprus Energy Agency	Cyprus	86.700,00€	15.300,00€	102.000,00€
Beneficiary 4	Department of Electrical and Mechanical Services – Ministry of Transport,	Cyprus	86.700,00€	15.300,00€	102.000,00€

	Institution	Country	EU Contribution (85%)	National Contribution (15%)	Total Eligible Budget
	Communications and Works				
Beneficiary 5	Regional Development Agency with Business Support Centre for Small and Medium-sized Enterprises	Bulgaria	158.950,00€	28.050,00€	187.000,00€
Beneficiary 6	Ministry of Infrastructure and Energy	Albania	136.000,00€	24.000,00€	160.000,00€
<b>Total Budget</b>			894.625,00€	157.875,00€	1.052.500,00€
<b>Total ERDF contribution</b>			758.625,00€	133.875,00€	892.500,00€
<b>Total IPA contribution</b>			136.000,00€	24.000,00€	160.000,00€

- The eligibility of expenditure will be determined on the basis of the Delegated Regulation (EU) No 481/2014 supplementing Regulation (EU) No 1299/2013 of the European Parliament and of the Council with regard to specific rules on eligibility of expenditure for cooperation programmes.  
Eligible expenditure must be: 1) directly related to the content of the project; 2) necessary for the implementation of the project as long as it is reasonable and consistent with the principles of operational efficiency and economy; 3) actually incurred, identifiable and verifiable in the accounting and taxation records of the project beneficiary.
- Expenditure should follow eligibility rules stipulated at the Programme and Project Implementation Manual and by the legislation in force of the EU and of the respective countries.

#### Article 7: Monitoring, Evaluation, Reporting and Payment Claims

- The Lead Beneficiary has overall responsibility for monitoring the actions undertaken by the project beneficiaries on an ongoing basis.
- The Lead Beneficiary is responsible for submitting project progress reports and consenting throughout the lifetime of the project as indicated in the Subsidy Contract and by the official end date of the project in order for final payment to be received. These reports should provide details of the activities undertaken as part of the project, the progress/outcome achieved, expenditure made etc., in accordance with the Programme and Project Implementation Manuals.
- The Certificates of Verified Expenditure are issued by the Controller(s) and sent via the MIS to the Beneficiary concerned, the Lead Beneficiary and the MA/JS. If the Lead Beneficiary considers that any of the certificates should not (yet) be included in a

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Payment Claim, informs the MA/JS within one (1) calendar day, except weekends, following the issuing of the Certificate. If no reply is received by the Lead Beneficiary within the stipulated deadline, it is deemed that he/she consents to the relevant Payment Claim Submission. All Verification Expenditure documents (Table of Verified Expenditure, Certificate of Verified Expenditure, Verification Report, Checklist, etc.) are checked and, once accepted by the MA/JS, the corresponding expenditure can be included in a Payment Claim to the European Commission.

4. Each project beneficiary is obliged to supply the Lead Beneficiary with all information and documentation that the latter deems necessary for the preparation of reports of any kind to the JS/MA or any other structure of the Programme.
5. The Lead Beneficiary shall inform all project beneficiaries on a regular basis of all relevant communication between the Lead Beneficiary and the MA, the JS and the CA.

#### Article 8: Financial Control and Audits

1. For control and audit purposes, the Lead Beneficiary and each project beneficiaries shall:
  - Allow access to its premises and to the project's documents for checks and audits, retain files, financial, legal and commercial documents, either as originals or certified true copies of the originals, and data relevant to the life of the project and all supporting documents relating to the expenses incurred for the part of the project on customary data storage carriers, in a safe and orderly manner for at least three years, from 31st December following the submission of the accounts to the European Commission in which the final expenditure of the concluded operation is included, without prejudice to any relevant provisions of the national legislation of the country where it is located. Other possibly longer statutory retention periods, as might be stated by national law, remain unaffected.
  - Make all the necessary arrangements to ensure that any controls and audits, notified by the duly authorised regional, national, and EU Authorities, can be carried out.
  - Give the controlling/ auditing authorities any information about the project they request and give them access to the accounting books, supporting documents and other documentation related to the project.
2. The information concerning the existence and validity of actions and expenses eligible for ERDF funding provided by each project beneficiary shall engage only its own responsibility

#### Article 9 – Project communication and publicity measures

1. The LB and the project beneficiaries will jointly implement a communication plan that promotes the project appropriately to both target groups and the general public.
2. The LB and the project beneficiaries undertake the obligation to promote the European co-funding as per the provisions stipulated by Regulations (EU) No. 1303/2013 (mainly Annex XII) and the Commission Implementing Regulation No. 821/2014 and in the Programme Manual.
3. More precisely, any communication or publication about the project, including information published online or during a conference or seminar must mention that the project has been co-funded by the European Union, ERDF or IPA funds and the Interreg V-B "Balkan-Mediterranean 2014-2020" Programme, as per communication rules of the Programme. In addition, the LB and all beneficiaries should ensure that the information on the content and on the beneficiary's participation to the co-financed project is



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published.

Any communication or publication about the project, regardless of its form or medium, including via Internet, must state the author's liability and that the MA is not responsible for any use that could be made of information contained in the communication or publication.

4. Any communication campaign, intervention in the media or other form of advertising about the project should be communicated to the JS to update the web platform or to further promote the information.
5. The project must comply with the requirements of the web platform described in the Programme Manual.
6. The Lead Beneficiary and the project beneficiaries shall take note of the fact that the results of the project may be made available to the public and they agree that the results of the project shall be available to all interested parties. Furthermore, they commit to actively participate in any actions organised to capitalise on and disseminate the results of the project.

#### Article 10 – Intellectual Property rights

1. The Lead Beneficiary and the project beneficiaries shall ensure that all products developed within the framework of the project are, subject to the provisions of national laws regarding intellectual property, kept free of all rights. They explicitly commit to give up all copyrights on teaching material, methodologies and other products of any nature resulting from the project.
2. The results of the joint activities covered by the agreement concerning reports, documents, studies, electronic data and other products, disseminated free of charge or commercially, are the joint property of the beneficiaries.
3. The project beneficiaries dispose of the intellectual property rights in accordance with mutually agreed upon rules, based on the prevailing rules of co-authorship.

#### Article 11 – Confidentiality requirements

1. Although the nature of the implementation of this Project is public, it has been agreed that part of the information exchanged in the context of its implementation between the project beneficiaries themselves or with the MA, JS and the Monitoring Committee, can be considered confidential. Only documents and other elements explicitly provided with the statement "confidential" shall be regarded as such.
2. The above, for example, concerns studies that have been made available to one of the parties in the context of the Project concerning methods, know how, files or any other type of document labelled confidential. This information can only be used by the beneficiaries according to the provisions of this agreement.
3. Project beneficiaries commit to taking measures so that all staff members carrying out the work respect the confidential nature of this information, and do not disseminate it, pass it on to third parties or use it without prior written consent of the Lead Beneficiary and the partner institution that provided the information.
4. The project beneficiaries commit to take the same measures in order to maintain the confidential nature of the information, as they would do, should it concerned their own confidential information.
5. This confidentiality clause shall remain in force for XX years following the termination of this agreement.

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## Article 12 – Modifications to the Partnership, Withdrawals and Disputes

1. The present Partnership Agreement can only be changed by means of a written amendment that is signed by all project beneficiaries. Modifications to the project (work plan, budget, etc) that are approved according to the procedure described in the Programme and Project Implementation Manual shall be effective as modifications of this present Partnership Agreement.
2. The Lead Beneficiary and the project beneficiaries commit themselves to the project implementation and agree not to withdraw from the project unless there are unavoidable reasons. If this nonetheless occurs, the Lead Beneficiary and the project beneficiaries shall endeavour to cover the contribution of the withdrawing project beneficiary, either by assuming its tasks or by asking one or more new beneficiaries to join the partnership.
3. When a beneficiary leaves the partnership, the project partnership is not required to re-sign the Partnership Agreement.
4. Any new or legal successor beneficiary joining the partnership should agree to the terms set out in this document by signing a new page of the agreement separately. The signed page will then be attached to this document. An amendment to the Subsidy Contract may then be signed by the LB and the MA.
5. Regarding legal succession, the LB or the concerned beneficiary is required to pass on all the obligations and responsibilities under this agreement to the legal successor and to inform the MA/JS and the national authority or authorities concerned of this immediately.
6. In case of cooperation with third parties, including subcontractors, delegation of part of the activities or of outsourcing, the project beneficiary concerned shall remain solely responsible towards the Lead Beneficiary concerning compliance with its obligations as set out in this Agreement..
7. No project beneficiary shall have the right to transfer its rights and obligations under this Partnership Agreement without the prior consent of all the other project beneficiaries and following the approval of the Monitoring Committee.
8. In case of any disputes among themselves, the project beneficiaries are obliged to work towards an amicable settlement. Disputes will be referred to the Project Management Team. If efforts to achieve an amicable settlement fail, the project beneficiaries are obliged to seek an out-of-court arbitration procedure [specify the nature of this procedure].
9. Any legal dispute that may arise from or in connection with this present Partnership Agreement, including challenging the validity of the present Partnership Agreement and the above-mentioned arbitration clause, will be settled in the courts of the jurisdiction of the country where the Lead Beneficiary is located.

## Article 13– Breach of obligations or delay

1. All project beneficiaries are obliged to promptly inform the Lead Beneficiary and to provide the latter with all the useful details in case of events that could jeopardise the implementation of the Project.
2. Should one of the project beneficiaries be in breach of this agreement, the Lead Beneficiary shall give the respective beneficiary a reasonable period of time, (one month at the most) to comply with his obligations.
3. Should the non-fulfilment of obligations continue, the Lead Beneficiary may decide to exclude the project beneficiary concerned from the Project, with approval of all the other members of the Steering Committee. Any modification in the Project Partnership acquires approval of the Monitoring Committee as stipulated in article 12 above.

4. The debarred beneficiary that is not located in Greece is obliged to return to the Lead Beneficiary any ERDF funds that have been unduly received, within the month following notification. For any debarred beneficiary located in Greece the procedure for recoveries of unduly paid amounts is immediately initiated by the competent Greek authorities.
5. In the event of total or partial non fulfilment of the obligations of any of the project beneficiaries or in the event of substantial errors in the effective execution of project activities and following a decision of the MA or the Monitoring Committee related to the project implementation each cosignatory member of the present Partnership Agreement undertakes the obligation to return to the Lead Beneficiary any ERDF/ IPA funds that have been unduly received, within the month following the relevant notification with the exception of the project beneficiaries located in Greece for whom the recovery of unduly paid amounts as provided for in the Greek regulatory framework for beneficiaries located in Greece is immediately initiated by the competent Greek authorities.
6. In cases where the non-fulfilment of a project beneficiary's obligations has financial consequences for the funding of the Project as a whole, the Lead Beneficiary may demand compensation to cover the sum involved.

#### Article 14 – Reimbursement of unduly paid amounts by the project beneficiaries

1. All beneficiaries of the project undertake the obligation to reimburse the Lead Beneficiary, with the exception of the beneficiaries located in Greece that follow a different procedure as described in the following paragraph, of any amounts of EU funds unduly paid to them, following the procedure for the recovery of unduly paid amounts set out by the MA of the Programme and in accordance with the terms of the Subsidy Contract.
2. In case that the MA is notified about irregularities in the project in particular on the basis of findings of the "controllers" or after an audit is conducted, and once the relevant amounts have been paid by the MA/CA, it will demand the return of all or part of the funding paid out for the project from the Lead Beneficiary who will claim repayment of the amounts concerned by the respective Beneficiary/ries with the exception of the project beneficiaries located in Greece, for whom the MA/CA may withhold any amounts concerned from future applications of interim payments setting off the relevant amounts in relation to the operation of the Greek Public Investment Account or ask for the return of the amounts concerned to a bank account indicated by the MA/CA. In the event that the recovery of funds from a project beneficiary is not possible, the Lead Beneficiary must immediately inform the MA. If the Lead Beneficiary does not succeed in securing repayment from other beneficiaries, or if the MA/CA does not succeed in securing repayment from the Lead Beneficiary, the Member State, on whose territory the beneficiary concerned is located, shall reimburse the MA/CA of any amounts that were unduly paid to that beneficiary in a given account provided for under Greek law. The MA in collaboration with the CA shall be responsible for reimbursing the amounts concerned to the general budget of the European Union.

#### Article 15 – Reduction and Discontinuation of the Subsidy Contract

1. Should the Monitoring Committee be forced to reduce or discontinue the funding, referred to in the Subsidy Contract, for any reason and should this entail full or partial return of the Cooperation Programme funds already transferred, all project beneficiaries are obliged to return to the MA/CA any of ERDF funds received

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accordingly.

2. The final budget for each beneficiary shall show for the overall Project the amount of the eligible expenses and the part of the Cooperation Programme funds allocated to all project beneficiaries. This determines the amount of funds that every project beneficiary must return if any, and it will be held accountable for the full amount of the ERDF funds to be repaid by each project beneficiary, should the MA decide to terminate the Subsidy Contract and demand repayment of all public expenditure paid to the project beneficiaries.

#### Article 16 – Conflict of interest and fraud prevention

1. The LB and all beneficiaries make their best efforts to prevent any conflict of interest which could hinder impartial and objective implementation of this contract.
2. Conflict of interest might arise when the impartial and objective implementation of the project is compromised for family or emotional reasons, political or national relationship, economic interest or any other reason.
3. The LB and all beneficiaries commit themselves to immediately solve any situation constituting a conflict of interest or likely to lead to a conflict of interest and to inform the MA accordingly.
4. The LB and all beneficiaries commit to comply with the principle of "zero tolerance" in terms of fraud prevention and corruption and to be especially vigilant on this subject. They also undertake to denounce any conduct likely to be considered as suspicion of fraud to the competent national authorities and to inform the MA of this.

#### Article 17: Compliance with State- Aid rules

1. If any of the Project Beneficiaries is funded for certain activities under any State Aid rules, it undertakes the responsibility to comply with the obligations foreseen in the EU regulatory framework of the State Aid and the guidelines provided for by the Managing Authority of the Programme, regarding the application, monitoring of the related funding as well as the reimbursement of any funds as the case might be.
2. In the specific case of a Project Beneficiary funded for certain activities under the De Minimis rule, the Managing Authority will proceed with the legal procedures in order to examine the total amounts received from the beneficiary the last three (3) years regarding the calculation of the De Minimis threshold, as provided for in the Commission Regulation (EU) 1407/2013, starting from the current year excluding the amounts to be funded by the Cooperation Programme Interreg V-B "Balkan-Mediterranean 2014-2020". If the amounts already received by the beneficiary have reached the De Minimis threshold or when the De Minimis threshold is exceeded with the addition of the funds requested from the Programme, the Managing Authority will proceed with a proposal to the Monitoring Committee of the Programme regarding the funding of the given Beneficiary by the project.

#### Article 18 – Working language

1. The official partnership language is English. All the project official documents should be available in English.
2. If this agreement is translated, the English version will be considered valid.
3. The beneficiaries may use other languages as working languages inside the partnership.

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#### Article 19 – Applicable law and cases of “force majeure”

1. This agreement is governed by the *Greek Law*, being the law of the Member State where the Lead Beneficiary is located.
2. The provisions of EU Law especially the provisions of the EU Directives concerning co-ordination of procedures for the award of public service contracts, public supply contracts and public works contracts, and the provisions of EU environmental law must be complied with when entering into contracts concerning actions or investments in the context of this Project. Any deviations from these provisions shall be deemed as void and null.
3. No party shall be held liable for not complying with or is in breach of its obligations arising from this Agreement should the non-compliance be caused by “force majeure”. If such a case arises, the project beneficiary concerned is required to inform the MA and the other project beneficiaries immediately and in writing.

#### Article 20 – Nullity

1. Should one of the provisions of this agreement be declared null and void under the national law of one of the parties or the law governing this agreement, this shall not render the remaining provisions null and void.
2. The fact that one of the parties does not acknowledge the application of one of the provisions of the present agreement does not mean that this party has the right to waive this provision.

#### Article 21 - Lapse of Time

1. Legal proceedings concerning any issue ensuing from this agreement may be brought before the competent courts no later than three (3) years after it occurs. In the event of legal proceedings concerning a claim to return funds, the three years period is calculated from the time the last transfer of ERDF/ IPA funds took place.

#### Article 22 – Domicile and correspondence

1. To the effect of this agreement, the project beneficiaries shall irrevocably choose their domicile at the address stated in the application form, where any official notifications can be lawfully served.
2. The beneficiaries will update their contact details (postal address, electronic address, contact person, bank details, etc.) and so inform the LB and the MA/JS within fifteen (15) working days.

#### Article 23 – Special implementation provisions

1. In case of lack of available Programme funds, as a result of the contracting of this Project under the overbooking procedure, at the closure of the Programme, any overbooked funds (national and EU contribution) needed for the full implementation of the Project will be covered by the Beneficiaries’ own funds.
2. The Managing Authority will charge proportionally to all Project beneficiaries the funds to be recovered, following the procedure described in Article 14 hereof and the Project Implementation Manual.
3. National budgets will bear no financial obligations as a result of this procedure.
4. Project Beneficiaries will not raise any legal claim regarding the recovery of these funds.

**Annex:**

- 1) Application form

**Lead Beneficiary** <Region of Epirus -  
Regional Unit of Thesprotia>

**Beneficiary 2** <Development Agency of Evia  
SA>

*Igoumenitsa 24/4/2019*  
.....  
(Place and date)

*Chalkida, 1/4/2019*  
.....  
(Place and date)

**Mr. Thomas Pitoulis**  
(Name of LB signatory)

**Mr. Evangelos Koukouzas**  
(Name of signatory)



.....  
(Signature and stamp)

.....  
(Signature and stamp)

ΑΝΑΠΤΥΞΙΑΚΗ ΕΥΒΟΙΑΣ ΑΕ  
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☎ 2221028828 FAX 2221077747

**Lead Beneficiary** <Region of Epirus -  
Regional Unit of Thesprotia>

**Beneficiary 3** <Cyprus Energy Agency>

Igoumenitsa, 24/7/2019  
(Place and date)

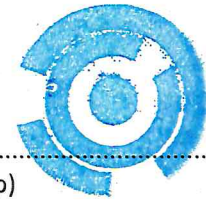
Lefkosia, Cyprus, 16/4/2019  
(Place and date)

Mr. Thomas Pitoulis  
(Name of LB signatory)

Mr. Savvas Vlachos  
(Name of signatory)

(Signature and stamp)

(Signature and stamp)



Cyprus  
Energy  
Agency

**Lead Beneficiary** <Region of Epirus -  
Regional Unit of Thesprotia>

**Beneficiary 4** <Department of Electrical and  
Mechanical Services – Ministry of Transport,  
Communications and Works>

Igoumenitsa, 24/4/2019  
(Place and date)

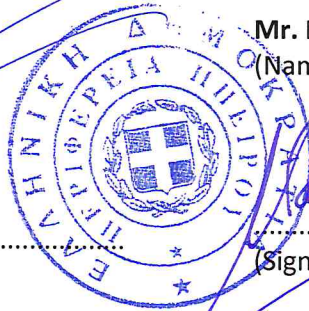
Nicosia, 16/4/2019  
(Place and date)

**Mr. Thomas Pitoulis**  
(Name of LB signatory)

**Mr. Marcos Marcou**  
(Name of signatory)

(Signature and stamp)

(Signature and stamp)





**Lead Beneficiary** <Region of Epirus -  
Regional Unit of Thesprotia>

**Beneficiary 5** <Regional Development  
Agency with Business Support Centre for  
Small and Medium-sized Enterprises >

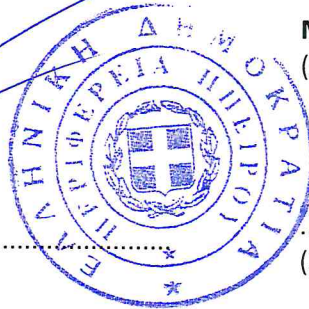
*Ioannina, 24/7/2019*  
.....  
(Place and date)

*Plodiv, 29/03/2019*  
.....  
(Place and date)

**Mr. Thomas Pitoulis**  
(Name of LB signatory)

**Mr. Velizar Petrov**  
(Name of signatory)

.....  
(Signature and stamp)



.....  
(Signature and stamp)



**Lead Beneficiary** <Region of Epirus -  
Regional Unit of Thesprotia>

**Beneficiary 6** < Ministry of Infrastructure and  
Energy>

*Igoumenitsa, 24/7/2019*  
.....  
(Place and date)

.....  
(Place and date)

**Mr. Thomas Pitoulis**  
(Name of LB signatory)

**Ms. Belinda Balluku**  
(Name of signatory)

.....  
(Signature and stamp)

.....  
(Signature and stamp)

