

# **2<sup>nd</sup> Call for proposals Lead Partner Seminar**

## ***Negotiation process and legal framework***

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# Negotiation process

# Operations approved under conditions

## **2<sup>nd</sup> call for proposals projects proposals:**

- ✓ Are all approved under conditions;
- ✓ Must be revised following Programme indications (i.e. conditions for improvement) in order to ensure a better future implementation.

## **Conditions for improvement:**

- ✓ Have been forwarded to LPs by JS communication dated 13 September 2019;
- ✓ Are based on the outcomes of the performed quality assessment and Programme checks;
- ✓ Are not subject to negotiation as they are approved by the ADRION Monitoring Committee;
- ✓ Must to be intended as compulsory requirements for the final project approval;
- ✓ Must be transparently communicated and implemented in agreement the whole partnership.

# ADRION negotiation process

Revision process in line with  
Conditions for Improvement;

FINAL submission of the  
revised application  
form/documents and  
supporting documents  
via eMS (to be verified by  
JS)

Finalization  
Legal  
framework

**PROJECT IMPLEMENTATION START**

**Start NOW!**

**At the latest**  
**9 December**  
**2019**

**ASAP**



# Verification compliance with conditions for improvement

## JS

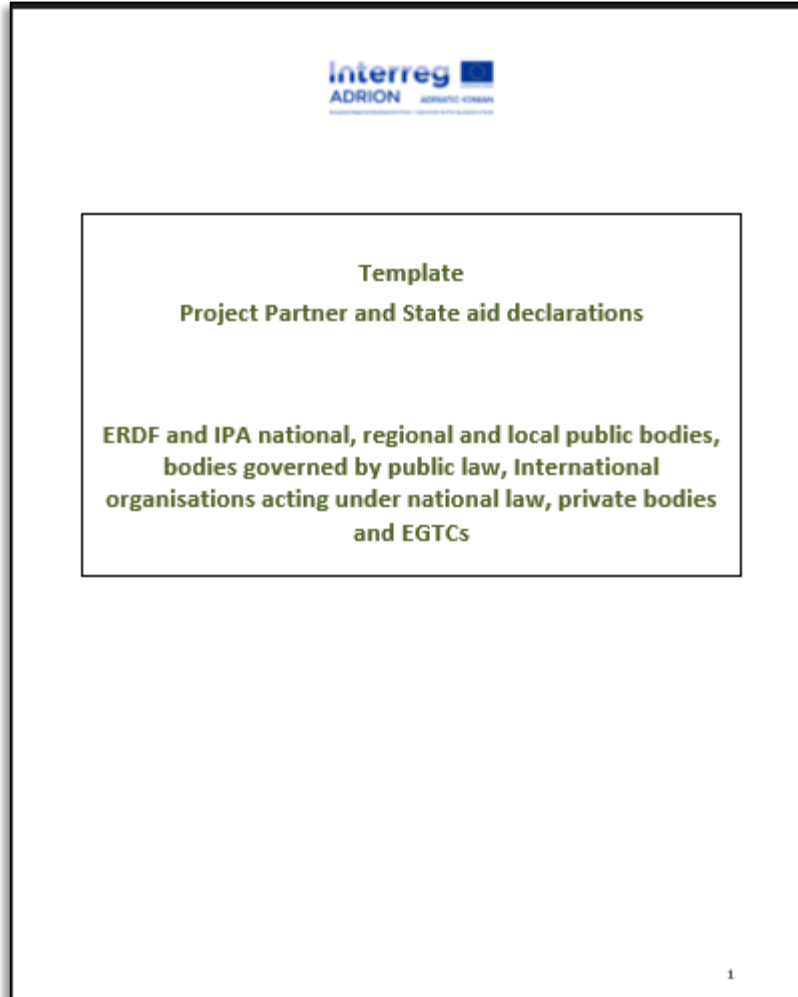
- ✓ checks whether your revision is in line with the Monitoring Committee conditions for improvement;
- ✓ ask for clarifications if the revision is not fully compliant;
- ✓ If the negotiation process shall require more than one submission rounds: up 2 rounds of JS verification are envisaged;

## MA

- ✓ Communicate the Positive /non positive finalization of the negotiation process to the Monitoring Committee;
- ✓ If the negotiation is positively finalised, sends the Subsidy contract offer to LP.

**No further changes shall be possible within the first six months' project implementation**

# Submission revised LP/PPs declarations



## FOR ALL:

- ✓ Provision of Power of Signature and valid Identity Document of the LP Legal representative (as indicated in the AF);
- ✓ Programme templates available on ADRION website.

## CASE BY CASE:

- ✓ Revision of the declaration in case of the **legal representative change**, wrong indication of the **legal status** and of **national contribution source** (automatic, other, private).

Declaration with original amount higher than the final/revised one does not need to be revised!

# Negotiation as a paperless process

ADRION negotiation process is paperless:

Document	How to be submitted
Revised application form	via eMS
(revised) LP and PPs Declarations	
LP Legal representative Power of Signature and ID	via eMS (AF Attachments section)
Change log file	via eMS (AF Attachments section)

# Legal framework



# ADRION legal framework

Subsidy  
contract  
and  
Annexes

Obligations between MA and LP

Partnership  
Agreement

Obligations between LP and PPs

# Subsidy Contract

Subsidy  
contract

Declaration  
on absence  
of double  
funding

**Obligations between MA and LP**

Partnership  
Agreement

**Obligations between LP and PPs**

# ADRION legal framework - Subsidy Contract

## SUBSIDY CONTRACT

- ✓ Defines the obligations between the LP on behalf of the entire partnership and the Managing Authority (*Lead Partner Principle*);
- ✓ No changes in text of the subsidy contract possible (offer);
- ✓ Signed between MA and the LP Legal Representative (as reported in the Application Form);
- ✓ Signed at the end of the negotiation process;
- ✓ Deadline for LP signature: **1 month** from the receipt.

## Compulsory ANNEXES

- ✓ Declaration on absence of double funding (at the time of SC signature);
- ✓ Grant form (LP bank account data)
- ✓ Valid Identity Document of the LP Legal representative

- ✓ Two original copies to be signed;
- ✓ The LP signs first and the MA signs last

# ADRION legal framework - subsidy contract main topics

- Reference legal framework;
- Amount of subsidy (ERDF and IPA funds) and project duration;



- Reporting and requests for payments;
- Project and financing management (including validation of expenditure);
- Publicity, communication and branding;
- Amendment of the subsidy contract and project changes;
- Financing control and audits;
- Withdrawal or recovery of unduly paid out funds;
- Decommitment of project budget;
- Durability of operation, ownership and use of outputs and contribution to programme results;



- Termination and repayment;
- Revenues;
- Advance payment;
- Force majeure and litigation.



# Partnership Agreement

Subsidy  
contract

Declaration  
on absence  
of double  
funding

**Obligations between MA and LP**

**Partnership  
Agreement**

**Obligations between LP and PPs**

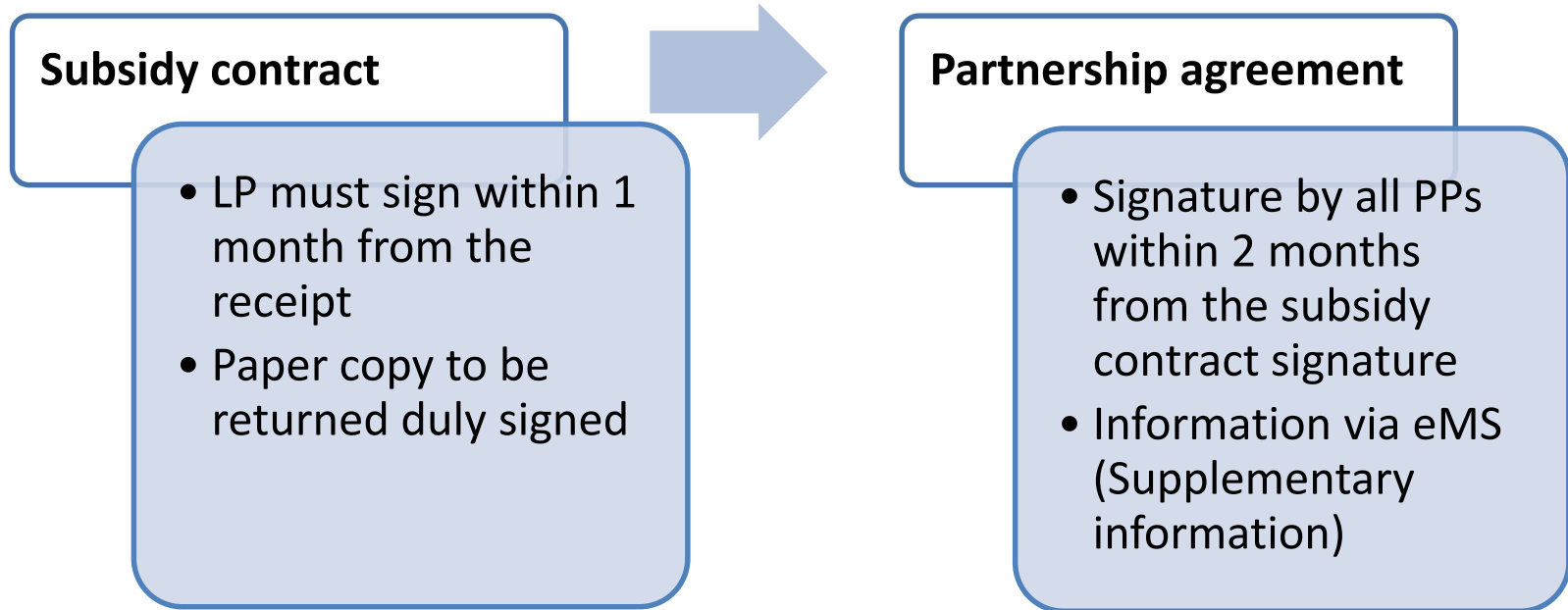
# ADRION legal framework - Partnership Agreement

## PARTNERSHIP AGREEMENT

- ✓ Defines obligations between the LP and the project partners;
- ✓ Model of partnership agreement offered (available on ADRION website);
- ✓ Mirrors the content of subsidy contract but it can be personalized the agreement in accordance to specific partnership needs to ensure sound project management (e.g.: deadline for submission of documentation for further requests for payment);
- ✓ Signed by all partners involved;
- ✓ Deadline for signature: **2 months** from the SC signature;
- ✓ Information on the incurred signature by all partners to be provided in eMS (no provision of signed document).

- ✓ The MA reserves the right to check the truthfulness of the document, whether it has been signed by the LP and all PPs and if it is compliant with the minimum requirements;
- ✓ The overall structure (mirroring obligations of the LP) cannot be changed.

# Compliance with legal requirements and financial flow



**Provision of 10% advance payment limited to IPA PPs and reimbursement of preparation costs to partners:** only if a) the subsidy contract is signed by the parties (LP and MA); b) the Partnership agreement is signed by all partners

**LACK OF SIGNATURE OF  
LEGAL DOCUMENTS**



**NO MONEY FOR  
PROJECT PARTNERS**

# Advance payment and Preparation costs

## 10% ADVANCE PAYMENT OF IPA FUND

- ✓ Automatically disbursed by the Certifying Authority to the LP for **IPA PPs** on conditions that legal requirements (SC and PA) have been positively fulfilled.

## PREPARATION COSTS

- ✓ If foreseen in WP Preparation, can be claimed by the LP right after project start on conditions that legal requirements (SC and PA) have been positively fulfilled;
- ✓ are to be requested via eMS submission of Project report 0 by the LP, based on certified Partners reports 0;
- ✓ are considered as lump sum (only coherence of amount and budget lines with what included in the AF is checked by FLC, no supporting documents are requested).

**Disbursement of the EU funding is subject to the availability of funds at programme level**



# CUP ONLY for ITALIAN Partners

**CUP** – Codice Unico di Progetto (Project Unique code) must be request by each Italian Partner (LP/PP), as follows:

- ✓ **PUBLIC** bodies: directly requesting CUP to the Italian Ministry of Finance (MEF) at the following address <http://cupweb.tesoro.it/CUPWeb/>;
- ✓ **PRIVATE** bodies: requesting CUP to the ADRION Managing Authority at the email address [Adrion@regione.emilia-romagna.it](mailto:Adrion@regione.emilia-romagna.it)