

Codice A1600A

D.D. 8 maggio 2025, n. 328

Programma Interreg Europe 2021-2027, Obiettivo di policy 2, Obiettivo specifico vii. Presa d'atto dell'approvazione e dell'avvio del progetto "Old-Growth forests and Veteran Trees for Biodiversity and Resilient Landscapes" ("RESILIENT TREES"). CUP J63C25000200007.



ATTO DD 328/A1600A/2025

DEL 08/05/2025

**DETERMINAZIONE DIRIGENZIALE
A1600A - AMBIENTE, ENERGIA E TERRITORIO**

OGGETTO: Programma Interreg Europe 2021-2027, Obiettivo di policy 2, Obiettivo specifico vii. Presa d'atto dell'approvazione e dell'avvio del progetto "Old-Growth forests and Veteran Trees for Biodiversity and Resilient Landscapes" ("RESILIENT TREES"). CUP J63C25000200007.

Premesso che:

- la Commissione Europea ha adottato, con Decisione C (2022) 4868, del 5 luglio 2022, il Programma di Cooperazione interregionale "Interreg Europe 2021-2027", finanziato dal Fondo Europeo di Sviluppo Regionale - FESR nel quadro dell'Obiettivo Interreg "Una migliore governance della Cooperazione";
- il Programma ha come unica priorità quella di rafforzare la capacità di migliorare l'efficacia delle politiche di sviluppo regionale e, come obiettivo specifico, quello di potenziare la capacità istituzionale delle autorità pubbliche, in particolare di quelle incaricate di gestire un territorio specifico, e dei portatori di interessi;
- con Deliberazione della Giunta Regionale 4 marzo 2022, n. 1-4718 "Programma Fondi Strutturali e d'Investimento Europei 2021-2027. Obiettivo Cooperazione Territoriale Europea. Disposizioni per l'attività di coordinamento regionale dei programmi di cooperazione transnazionale e interregionale", la Giunta Regionale ha preso atto dell'approvazione del Programma e demandato alle Direzioni proponenti la titolarità della candidatura delle proposte progettuali ai bandi dei programmi di cooperazione transnazionale ed interregionale sia in qualità di capofila sia di partner e la responsabilità nella successiva gestione degli stessi;

Dato atto che:

- la Regione Piemonte, attraverso il Settore Foreste della Direzione Ambiente, Energia e Territorio, ha partecipato al terzo bando con scadenza il 5 giugno 2024, in qualità di partner, alla candidatura del progetto RESILIENT TREES "Old-Growth forests and Veteran Trees for Biodiversity and Resilient Landscapes" (Obiettivo di policy 2, Obiettivo specifico vii), co-finanziato dal programma europeo Interreg Europe di cui il CNR - Consiglio Nazionale delle Ricerche - Istituto per la BioEconomia è capofila. L'adesione alla candidatura è stata sottoscritta in data 03.06.2024;
- il progetto è stato approvato dal Comitato di monitoraggio del Programma Interreg Europe in data 20.02.2025, ed in data 24.02.2025 è stato sottoscritto il Contratto di Sovvenzione tra l'Autorità di Gestione del programma Interreg Europe e il CNR – capofila di progetto;

- l'obiettivo del progetto "RESILIENT TREES" è quello di agevolare l'attivazione di un processo di cooperazione interregionale, attraverso visite tecniche, scambi di conoscenze e formazione specialistica, con lo scopo di migliorare lo stato di conservazione delle foreste vetuste e degli alberi monumentali, attraverso la definizione di buone pratiche di gestione;
- si prevedono, in capo alla Regione Piemonte, le seguenti attività: il confronto con i diversi attori coinvolti nell'individuazione e gestione dei boschi vetusti e degli alberi monumentali, la condivisione delle esperienze e la formalizzazione di strumenti per migliorare la regolamentazione, da svilupparsi a livello regionale definendo procedure replicabili e standard metodologici per la tutela dei boschi vetusti e degli alberi monumentali ed in generale per la conservazione della biodiversità,
- il progetto "RESILIENT TREES" opera in coerenza e si integra nelle azioni del Programma Regionale FESR 2021/2027 incluse nell'Obiettivo specifico: RSO2.7 "Rafforzare la protezione e la preservazione della natura, la biodiversità e le infrastrutture verdi, anche nelle aree urbane, e ridurre tutte le forme di inquinamento", in particolare nelle Azioni:
 - II.2vii.1 Conservazione e recupero del patrimonio naturale e dei livelli di biodiversità;
 - II.2vii.2 Sviluppo e Completamento di infrastrutture verdi;
- la gestione dei rapporti e degli impegni tra il CNR – capofila di progetto e i singoli partner per l'attuazione del Progetto è oggetto di uno specifico Accordo di Partenariato, i cui contenuti sono definiti dall'Autorità di Gestione del programma europeo Interreg Europe.

Dato, inoltre, atto dei seguenti dati inerenti al Progetto:

- il budget totale ammonta ad Euro 1.431.340,00;
- la durata è di 36 mesi a partire dal 1° maggio 2025, oltre ai 12 mesi riservati al monitoraggio;
- i partner coinvolti sono 9: CNR, Istituto per la BioEconomia – capofila e Regione Piemonte Settore Foreste (policy responsabile authority) (IT), University of Évora and Institute of Forests and Nature Conservation (P), Czech University of Life Sciences Prague (CZ), State Service for Protected Areas e Vytautas Magnus University (LT), Pseda-Iliria e National Forest Agency (AL), BROZ - associazione ambientalista (SK), cui sono associate 3 autorità pubbliche: Institute of Forests and Nature Conservation (P), Ministry of Environment (CZ) e Città di Bratislava (SK);
- il finanziamento per la Regione Piemonte ammonta ad euro 126.575,00, di cui:
 - euro 101.260,00 fondi FESR - Fondo Europeo di Sviluppo Regionale (80%)
 - euro 25.315,00 co-finanziamento nazionale (20%) – ai sensi della delibera CIPESS n. 78/2021;
- al progetto è assegnato il seguente CUP J63C25000200007.

Rilevato che:

- la realizzazione delle attività di progetto è in capo al Settore Foreste – A1614A;
- la gestione degli aspetti amministrativi e finanziari, compresa la gestione dei rimborsi delle spese di trasferta effettuate dal personale regionale assegnato al progetto, sarà anch'essa in carico al Settore Foreste - A1614A;
- il piano di lavoro del progetto prevede 6 meeting, ai quali partecipano tutti i partner di progetto, finalizzati allo scambio di buone pratiche, al coordinamento delle attività e alla condivisione dei risultati ottenuti; durante l'attuazione del progetto potranno inoltre rendersi necessari ulteriori meeting, che saranno concordati congiuntamente dai partner;
- il budget assegnato alla Regione Piemonte riserva una quota forfettaria pari al 15% del costo del personale per la copertura delle spese di partecipazione ai meeting del personale regionale assegnato;
- il progetto prevede inoltre la costituzione, per ciascuna regione partner, di un c.d. "Stakeholder Group", composto da soggetti operanti sul territorio regionale con interesse nelle materie di progetto ed in grado di contribuire al raggiungimento degli obiettivi progettuali;
- è prevista la partecipazione ai meeting anche di una rappresentanza dei soggetti coinvolti negli "Stakeholder Group" regionali, con copertura delle spese a carico del budget di progetto del partner

capofila, definita di volta in volta in considerazione dei diversi focus tematici dei meeting.

Ritenuto, pertanto:

- di prendere atto dell'approvazione e dell'avvio del progetto RESILIENT TREES "Old-Growth forests and Veteran Trees for Biodiversity and Resilient Landscapes" Obiettivo di policy 2, Obiettivo specifico vii), co-finanziato dal programma europeo Interreg Europe di cui il CNR - Consiglio Nazionale delle Ricerche - Istituto per la BioEconomia è capofila, e la Regione Piemonte partecipa in qualità di partner, con una dotazione finanziaria pari a euro 126.575,00;
- di dare atto che l'assunzione delle obbligazioni giuridiche conseguenti al presente provvedimento è subordinata all'avvenuta sottoscrizione dell'Accordo di Partenariato con il soggetto Capofila di progetto e alla variazione di bilancio che dispone l'iscrizione delle sopra riportate risorse, pari a euro 126.575,00, in entrata ed in uscita;
- di prendere atto dello schema di Accordo di Partenariato tra il capofila CNR e tutti i partner di progetto (allegato quale parte integrante della presente determinazione nell'Allegato A);
- di procedere alla sottoscrizione dell'Accordo di Partenariato sopra richiamato;
- di dare atto che il Settore Foreste- A1614A opererà in collaborazione con il Settore Biodiversità e aree naturali- A1601D, competente in materia di tutela e valorizzazione del patrimonio naturale e della biodiversità (entrambi i settori appartenenti alla Direzione regionale Ambiente, Energia e Territorio), per la realizzazione delle attività progettuali, inclusa la partecipazione ai meeting (con copertura delle spese a carico del budget di progetto per il personale di entrambi i Settori);
- di demandare al Settore Foreste - A1614A della Direzione regionale Ambiente, Energia e Territorio, l'adozione dei successivi atti e provvedimenti necessari per la realizzazione del Progetto in attuazione della presente deliberazione.

Attestato che, ai sensi della DGR n. 8-8111 del 25 gennaio 2024 ed in esito all'istruttoria sopra richiamata, il presente provvedimento non comporta effetti prospettici sulla gestione finanziaria, economica e patrimoniale della Regione Piemonte, in quanto gli oneri derivanti dal presente provvedimento, per l'importo pari ad euro 126.575,00 sono esclusivamente quelli sopra riportati.

Attestata la regolarità amministrativa del presente provvedimento ai sensi della D.G.R n. 8-8111 del 25 gennaio 2024;

tutto ciò premesso,

IL DIRIGENTE

Richiamati i seguenti riferimenti normativi:

- la Deliberazione della Giunta Regionale 4 marzo 2022, n. 1-4718 "Programmazione Fondi Strutturali e d'Investimento Europei 2021-2027. Obiettivo Cooperazione Territoriale Europea. Disposizioni per l'attività di coordinamento regionale dei programmi di cooperazione transnazionale e interregionale";
- gli articoli 4 e 17 del decreto legislativo 30 marzo 2001, n. 165 "Norme generali sull'ordinamento del lavoro alle dipendenze delle amministrazioni pubbliche" e s.m.i.;
- gli articoli 17 e 18 della legge regionale 28 luglio 2008, n. 23 "Disciplina dell'organizzazione degli uffici regionali e disposizioni concernenti la dirigenza ed il personale" e s.m.i.;
- il decreto legislativo 23 giugno 2011, n. 118 "Disposizioni in materia di armonizzazione dei sistemi contabili e degli schemi di bilancio delle Regioni, degli enti locali e dei loro organismi, a norma degli articoli 1 e 2 della legge 5 maggio 2009, n. 42" e s.m.i.;
- la legge 6 novembre 2012, n. 190 "Disposizioni per la prevenzione e la repressione della

corruzione e dell'illegalità nella pubblica amministrazione" e s.m.i.;

- il decreto legislativo 14 marzo 2013, n. 33 "Riordino della disciplina riguardante gli obblighi di pubblicità, trasparenza, diffusione d'informazione da parte delle PP.AA." e s.m.i.;
- la legge regionale 14 ottobre 2014, n. 14 "Norme sul procedimento amministrativo e disposizioni in materia di semplificazione" e s.m.i.;
- il Regolamento 16 luglio 2021 n. 9 " Regolamento regionale di contabilità della Giunta regionale. Abrogazione del regolamento regionale 5 dicembre 2001, n. 18" e s.m.i.;
- la Deliberazione della Giunta Regionale n. 1-3361 del 14 giugno 2021 "Parziale modifica della disciplina del sistema dei controlli interni approvata con D.G.R. del 17.10.2016 n. 1-4046;
- la Deliberazione della Giunta Regionale n. 8-8111 del 25 gennaio 2024 "Disciplina del sistema dei controlli e specificazione dei controlli previsti in capo alla Regione Piemonte in qualità di Soggetto Attuatore nell'ambito dell'attuazione del PNRR. Revoca delle D.G.R. 17 ottobre 2016 n. 1-4046 e 14 giugno 2021 n. 1- 3361.";
- la Deliberazione della Giunta Regionale n. 11-739 del 31 Gennaio 2025 "Approvazione del Piano integrato di attività e organizzazione (PIAO) della Giunta regionale del Piemonte per gli anni 2025-2027 e della tabella di assegnazione dei pesi degli obiettivi dei Direttori del ruolo della Giunta regionale per l'anno 2025.;

determina

1. di prendere atto dell'approvazione e dell'avvio del progetto RESILIENT TREES "Old-Growth forests and Veteran Trees for Biodiversity and Resilient Landscapes" (Obiettivo di policy 2, Obiettivo specifico vii), co-finanziato dal programma europeo Interreg Europe, di cui il CNR - Consiglio Nazionale delle Ricerche - Istituto per la BioEconomia è capofila, ed a cui la Regione Piemonte partecipa in qualità di partner, con una dotazione finanziaria pari a euro 126.575,00;
2. di prendere atto che l'assunzione delle obbligazioni giuridiche conseguenti al presente provvedimento sono subordinate all'avvenuta sottoscrizione dell'Accordo di Partenariato con il soggetto capofila di progetto;
3. di prendere atto dello schema di Accordo di Partenariato tra il capofila CNR e tutti i partner di progetto (allegato quale parte integrante della presente determinazione nell'Allegato A);
4. di procedere con la sottoscrizione dell'Accordo di Partenariato sopra richiamato;
5. di dare atto che il progetto è in capo al Settore Foreste- A1614A, il quale opererà in collaborazione con il Settore Biodiversità e aree naturali- A1601D, competente in materia di tutela e valorizzazione del patrimonio naturale e della biodiversità (entrambi i settori appartenenti alla Direzione Ambiente, Energia e Territorio), per la realizzazione delle attività progettuali, inclusa la partecipazione ai meeting (con copertura delle spese a carico del budget di progetto per il personale di entrambi i Settori);
6. di demandare al Settore Foreste - A1614A, l'adozione dei successivi atti e provvedimenti necessari per la realizzazione del progetto RESILIENT TREES, in attuazione della presente determinazione;

7. che il presente provvedimento non comporta effetti prospettici sulla gestione finanziaria, economica e patrimoniale della Regione Piemonte, come in premessa attestato.

La presente Determinazione Dirigenziale non dispone impegni di spesa a carico del Bilancio e non comporta oneri di spesa a carico della Regione Piemonte.

La presente Determinazione Dirigenziale sarà pubblicata sul Bollettino Ufficiale della Regione Piemonte ai sensi dell'art. 61 dello Statuto e dell'art. 5 della L.R. n. 22/2010.

La presente determinazione dirigenziale non è soggetta a pubblicazione ai sensi del D.Lgs. n. 33/2013.

IL DIRETTORE (A1600A - AMBIENTE, ENERGIA E
TERRITORIO)
Firmato digitalmente da Angelo Robotto

Si dichiara che sono parte integrante del presente provvedimento gli allegati riportati a seguire ¹, archiviati come file separati dal testo del provvedimento sopra riportato:

1. Allegato_A_Schema_di_Accordo_di_Partenariato.pdf

Allegato 

¹ L'impronta degli allegati rappresentata nel timbro digitale QRCode in elenco è quella dei file pre-esistenti alla firma digitale con cui è stato adottato il provvedimento

Project Partnership Agreement

Preamble

Having regard to:

Article 26 (1) a of Regulation (EU) 2021/1059 on specific provisions for the European territorial cooperation goal (Interreg) supported by the European Regional Development Fund and external financing instruments;

the following agreement is hereby made between the lead partner (LP) of the project, the Institute of Bioeconomy - National Research Council of Italy, and the project partners (PPs) as listed in the latest approved application form for the implementation of the Interreg Europe project 03C0817 Old-Growth forests and Veteran Trees for Biodiversity and Resilient Landscapes RESILIENT TREES, approved by the Monitoring Committee of the Interreg Europe Programme on 20/02/2025:

The project partners are:

- PP02 Piemonte Region, Directorate for the Environment, Energy and Land Use, Forest Unit;
- PP03 University of Évora;
- PP04 Vytautas Magnus University;
- PP05 Czech University of Life Sciences in Prague - Internal contract number - PO 719/2025;
- PP06 PSEDA-ILIRIA;
- PP07 State Service for the Protected Areas under the Ministry of Environment;
- PP08 National Forestry Agency;
- PP09 BROZ - conservation association.

Abbreviations

Programme – Interreg Europe Programme

EU – European Union

JS - Joint Secretariat

LP - Lead Partner

MA - Managing Authority

PP - Project Partner (PPs – Project Partners)

Article 1: Legal framework

1. The following legal provisions and document constitute the contractual basis of this partnership agreement and the legal framework for the implementation of the project RESILIENT TREES:

- The European Structural and Investment Funds Regulations, Delegated and Implementing Acts for the 2021-2027 period, as further specified below;
- The Interreg Europe Programme approved by the European Commission setting the programme (hereinafter referred to as Interreg Europe Programme);

- The laws of the PP's countries 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 agreement:
- Regulation (EU, Euratom) No 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 966/2012, together with related Delegated or Implementing Acts;
 - The European Structural and Investment Funds Regulations, Delegated and Implementing Acts for the 2021-2027 period, especially:
 - Regulation (EU) No 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, and repealing Council Regulation (EC) No 1303/2013, and any amendment;
 - Regulation (EU) No 2021/1058 of the European Parliament and of the Council of 24 June 2021 on the European Regional Development Fund and on the Cohesion Fund, and repealing Regulation (EC) No 1301/2013, and any amendment;
 - Regulation (EU) No 2021/1059 of the European Parliament and of the Council of 24 June 2021 on specific provisions for the European territorial goal (Interreg) supported by the European Regional Development Fund and external financing instruments, and repealing Regulation (EC) No 1299/2013, and any amendment;
 - Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing directive 95/46/EC (General Data Protection Regulation, GDPR);
 - Articles 107 and 108 of the Treaty on the Functioning of the European Union, Commission Regulation (EU) No 2023/2831 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid, 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 the PPs, including the legislation laying down provisions on competition and entry into the markets, the protection of the environment, and equal opportunities between men and women;
 - Financing agreements signed by the European Commission, the Managing Authority and the EU candidate countries participating in the Programme, published on the programme website;
 - National rules applicable to the LP and its PPs and their activities;
 - Project data, comprising but not limited to latest project documentation such as application form and all project information available in the electronic system;
 - the subsidy contract, concluded between the LP of the project and the MA;

- All manuals, guidelines and any other documents relevant for project implementation in their latest version, as published on the programme website.

Should the above-mentioned legal norms and documents, and any other documents or data of relevance for the contractual relationship be amended, the latest version shall apply.

Article 2: Definitions

For the purposes of this partnership agreement, the following definitions apply:

- **Project partner (PP):** any institution financially participating in the project and contributing to its implementation, as identified in the latest approved application form. It corresponds to the term “beneficiary” used in the European Structural and Investment Funds Regulations.
- **Lead partner (LP):** the project partner designated by all partners and who assumes responsibility for ensuring implementation of the entire project according to Articles 23 (5) and 26 (1) b of Regulation (EU) No 2021/1059.
- **Project data:** data comprising but not limited to all latest project documentation such as latest approved application form and all project information available in the electronic system (Interreg Europe Portal).

Article 3: Subject of the Partnership Agreement

This partnership agreement lays down the arrangements regulating the relations between the LP and all the PPs, in order to ensure sound implementation of the project as in the latest version of the project data, as well as in compliance with the conditions for support set out in the European Structural and Investment Funds Regulations, delegated and implementing acts, the Interreg Europe Programme and programme manual, and the subsidy contract signed between the MA and the LP.

Article 4: duration of the partnership agreement

The present partnership agreement comes into force once it has been signed by the LP and each PP individually, and under the condition that the project is approved for co-financing by the programme. It remains in force until the LP and PPs have completed in full their obligations as further defined in article 6 of this agreement towards the MA and any relevant European body. Notwithstanding the entry into force of the partnership agreement as indicated above, the obligations of the partners based on the legal framework included in article 1 are applicable from the start of the project.

Article 5: Roles and duties in the partnership

The LP of the project:

- is entitled to represent the PPs in the project.
- is responsible for the overall coordination, management and implementation of the project towards the MA.

- ensures timely start and implementation of the activities within the lifetime of the project, in compliance with all obligations to the MA. The LP must notify the JS of any factors that may adversely affect implementation of the project activities and/or financial plan.
- monitors the delivery of the agreed work plan setting out tasks to be undertaken as part of the project, the role of the PPs in their implementation, and the project budget.
- prepares and submits the project progress reports, including supporting documents, according to the programme manual, and additional requested documents and/or information from JS and MA.
- addresses requests for project modifications, according to the programme manual.
- is, in general, the contact point representing the partnership for any communication with the JS/MA or any other programme body.
- provides the partners with copies of all relevant project documents, and reports on the implementation of the project. The LP must regularly inform the PPs of all relevant communication between the LP and the JS/MA.
- carries out any other tasks agreed with the PPs.

PPs are the bodies responsible for carrying out specific project activities in the manner and scope indicated in the project data (in particular in the latest approved application form). PPs commit themselves to undertake all steps necessary to support the LP in fulfilling its obligations as specified in the subsidy contract signed between the MA and the LP, as well as in this agreement.

The PPs must:

- actively cooperate in the implementation of the project;
- cooperate in the staffing and/or financing of the project in accordance with the partnership agreement;
- keep to other obligations based on this partnership agreement;
- provide the LP with all the information and documents required for coordinating and regularly monitoring the technical and financial progress of the project, and necessary in preparing the progress and final reports concerning the part of the project that the partner is responsible for;
- provide any additional information related to reporting to the LP or JS/MA if requested, in due time;
- inform the LP of any change related to the name of their organisation, contact details, legal status or any other change concerning the partner organisation which may have an impact on the project or on their eligibility to the programme.

The PPs must also:

- carry out the specific activities set out in the project data in line with the latest version of the application form;
- comply with any deadlines set by the programme, the LP or agreed within the partnership;
- notify the LP of any factors that may adversely affect implementation of the project in accordance with the project data and lead to a deviation.

In particular, for the part of the project for which it is responsible, each PP must ensure:

- that it complies with relevant rules concerning, inter alia, equal opportunities, protection of the environment, financial management, project branding and visibility rules, procurement rules and State Aid;
- that its project activities are implemented in accordance with the rules and procedures set in the programme manual;

Article 6: Financial management of the project

Each PP must:

set up separate accounting records or use an appropriate accounting code for all transactions relating to the operation, ensuring that expenditure as well as the received national and programme co-financing related to the project, are clearly identified.

strictly follow the EU eligibility rules as well as further eligibility rules set up by the programme in the programme manual and, if applicable, national rules.

be responsible for guaranteeing the sound financial management of programme funds received and, in cases of recovery, for reimbursing the LP or relevant programme body directly unduly paid programme co-financing, in accordance with the rules and procedures set in the programme manual. In the case of national contribution, the specific regulation of the country granting it applies.

regularly and timely submit expenditures for verification to the designated controllers, according to the rules set at programme and national level. Verified expenditures must be submitted through the programme's electronic monitoring system (Interreg Europe Portal) to the LP immediately after verification.

ensure that the expenses incurred are strictly related to the project activities, in line with the project data.

ensure that programme requirements on eligibility of expenditure as stated in the programme manual are strictly respected.

set up a physical and/or electronic archive where data, records and documents composing the audit trail are stored, in compliance with the requirements described in the programme manual.

Furthermore, the LP must:

ensure that the expenditure presented by the PPs participating in the project has been incurred for the purpose of implementing the project and corresponds to the activities agreed between those partners as specified in the project data.

verify that the expenditure presented by the PPs participating in the project has been validated by controllers, according to the rules set at programme and national level.

receive programme co-financing for the entire project and transfers it to the other PPs participating in the project.

constantly monitor the spending of the project budget foreseen for each PP, and ensure that budget shifts are carried out within the limits and according to the rules as set out by the programme in the programme manual,

If a PP fails to inform the LP of any deviation from the project data, the LP is then entitled to refuse to include in the project progress report the costs of this partner that are connected to unjustified deviations and/or that result in an overspending of the approved budget of this partner. Similarly, if a PP fails to provide the necessary input for the preparation of the project reports within the deadline agreed with the LP, the LP may be obliged to submit to the programme the joint progress report without the costs of this PP, in coordination with the JS.

Programme co-financing payments not requested by each PP in time and in full in line with the project planned expenditure included in the project data may be lost for the project partner concerned.

The PPs must provide access to the premises, documents and information, related to the implementation of the project, irrespective of the medium in which they are stored, for verifications by the MA, the JS, the AA, relevant national authorities, authorised representatives of the EC, the European Anti-Fraud Office (OLAF), the European Court of Auditors, the Group of Auditors and any external auditor authorised by these institutions or bodies. These verifications may take place up to 5 years from 31 December of the year of the last payment from the programme to the LP or PP. The PPs must ensure that all original documents, or their certified copies, in line with the national legislation related to the implementation of the project, are made available until the above final date of possible verifications, and until any on-going audit, verification, appeal, litigation or pursuit of claim has been completed.

Article 7: Recoveries

Should the MA, in accordance with the provisions of the respective articles of the subsidy contract, demand repayment of programme co-financing already transferred, each PP must transfer to the LP or relevant programme body any amounts paid to them in excess, according to the rules and timeframe as set out by the programme in the programme manual and recovery documents.

In such cases, the LP must immediately forward to the PPs the recovery documents received from the MA/JS and notify every PP of the amount repayable.

If the recovery concerns the LP alone, then the LP must not stop payments to the other PPs.

Article 8: Modifications, withdrawal from obligations

The LP and each PP agree not to withdraw from the project unless there are unavoidable reasons for doing so. Should this nonetheless happen, the LP and the remaining PPs must find a solution in agreement with the rules and procedures as described in the programme manual.

Should a PP fail to comply with its obligations under this partnership agreement, the partnership may decide as a last resort to remove this PP from the project and request modifications in accordance with the procedures outlined in the programme manual.

The LP can, if necessary, request modifications of the project data to the JS/ MA or other relevant programme body. Any modifications requested, including budget, partnership and operational

changes, must be agreed and authorised by the PPs of the project beforehand, according to pre-agreed rules of procedure or other decision-making mechanism established in the partnership.

The LP and PPs must strictly follow the provisions of the programme manual when requesting and/or implementing modifications in the project.

Article 9: Information and communication, publicity and branding

The LP and the PPs must comply with the EU publicity rules as well as the communication requirements outlined in the programme manual and provide any material developed during the lifetime of the project that may be useful for publications at the programme level.

In the spirit of cooperation and exchange, the LP and PPs ensure that any output and result produced during project implementation can be used by all interested parties and organisations and are in the public interest and publicly available. The MA/JS and any other relevant programme, EU and national body can use them for information and communication purposes in the framework of the programme.

Moreover, the PPs will support the LP and play an active role in any actions organised by the programme to disseminate and capitalise on project results.

Article 10: Intellectual property rights, confidentiality and conflict of interest

The LP and PPs must undertake to enforce all applicable national and EU law, including but not limited to laws on intellectual property rights, especially copyright, regarding any output produced as a result of project implementation.

The LP or PP shall ensure that it has all rights to use any pre-existing intellectual property rights, if necessary for the implementation of the project.

The LP and PPs are obliged to take all necessary measures to avoid conflicts of interest, and to keep each other informed without delay on any circumstances that have generated or may generate such conflict.

The LP and PPs are obliged to inform the relevant programme bodies if there is any sensitive or confidential information related to the project that may not be published or made publicly available. This clause does not affect the LP and PPs obligation to make all results and outputs of the project available to the public.

Article 11: Decision-making under this agreement

The partnership must set up a Project Steering Group (hereinafter referred to as “SG”), which will be chaired by the project coordinator and formed by one official representative of each PP, plus the financial manager and the communication manager.

Decisions regarding the:

- general project activities will be taken by the SG,
- individual activities of PPs will be taken by the SG,

- general project budget will be taken by the SG,
- individual budget of PPs will be taken by the SG,
- request for the exclusion and addition of PPs will be taken by the SG.

The decision will be taken by 65% majority vote.

Article 12: third party contracts, liability and outsourcing

In the case of cooperation with third parties including but not limited to sub-contractors, with regard to the project, the relevant PP remains solely responsible towards the other PPs concerning compliance with its obligations as set out in the programme manual. Whenever it is relevant for other PPs, PPs must inform each other about the scope of such contracts and the names of the contracted parties.

Should a PP not comply with its obligations, this PP shall be the sole responsible for damages and costs resulting from this non-compliance.

Article 13: Assignment, legal succession

In case of legal succession, e.g. where the LP or any PP changes its legal form, the LP or PP is obliged to transfer all duties and obligations under this partnership agreement to its successor. Legal succession shall be formalised in a project data modification.

Article 14: Amendment of the partnership agreement

Amendments to the partnership agreement must be properly documented. If applicable in accordance with the rules and procedures as set out in the programme manual, the LP presents the amended partnership agreement to the relevant programme body without undue delay.

Article 15: Termination

The partnership agreement must be terminated as a consequence of termination of the subsidy contract. Following termination of the partnership agreement, the LP and PPs are still obliged to comply with all the requirements after project closure, such as recoveries or document retention for audit and evaluation purposes.

Article 16: Dispute settlement

Disputes arising between PPs or between the LP and PP/PPs concerning their contractual relationship and, more specifically, the interpretation, performance and termination of this agreement should whenever possible be resolved amicably. Should this not be possible, the law of the country of the LP shall apply.

Final Provisions

The partnership agreement is written in English. If this agreement and its annexes are translated into another language, the English version shall be the binding.

In case of conflicting clauses or interpretation thereof between this agreement and the subsidy contract, the subsidy contract takes precedence.

If any provision in this partnership agreement should be wholly or partly ineffective, the parties to the partnership agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

Amendments and supplements to the partnership agreement shall be in writing. Therefore, any changes to the partnership agreement shall be effective only if agreed in writing.

Signatures

LP01	Institute of Bioeconomy - National Research Council of Italy
Name of signatory	Beniamino Gioli
Position of signatory	Director
Date	
Signature	



PP02	Piemonte Region, Directorate for the Environment, Energy and Land Use, Forest Unit
Name of signatory	
Position of signatory	
Date	
Signature	



PP03	University of Évora
Name of signatory	
Position of signatory	
Date	
Signature	



PP04	Vytautas Magnus University
Name of signatory	Julija Kiršienė
Position of signatory	Vice-Rector for Science
Date	
Signature	



PP05	Czech University of Life Sciences in Prague
Name of signatory	Prof. Ing. Petr Sklenička, CSc.
Position of signatory	Rector
Date	
Signature	



PP06	PSEDA-ILIRIA
Name of signatory	Abdulla Diku
Position of signatory	Legal representative
Date	
Signature	

PP07	State Service for the Protected Areas under the Ministry of Environment
Name of signatory	
Position of signatory	
Date	
Signature	



PP08	National Forestry Agency
Name of signatory	Artur Kala
Position of signatory	General director
Date	
Signature	

PP09	BROZ - conservation association
Name of signatory	Dr. Tomáš Kušík
Position of signatory	Chairman
Date	
Signature	

List of annexes

- Annex 1 – Detailed allocation of tasks and activities including detailed budget by categories and spending plan, by PP (indicative)
- Annex 2 - preparation cost division

Annex 1

Detailed allocation of tasks and activities including detailed budget by categories and spending plan, by PP (indicative)

Detailed allocation of tasks and activities

The lead partner will appoint the project coordinator, financial manager and communication manager.

At the beginning of the project, a Steering Group (“SG”) will be created, where the involvement of representatives of each partner will ensure that the project objectives will be met according to the work plan, adjusting the project methodology where necessary. The SG will be chaired by the project coordinator and formed by one official representative of each partner, plus the financial manager and the communication manager.

The tasks of the SG will include:

- Monitoring and guiding the implementation process of the project, through the review and approval of work plans, the preparation of progress reports and the evaluation of the applied procedures. The LP will be in charge, supported by the SG, of the global monitoring and reporting, which will be performed every 6 months.
- Supervising the achievement of the objectives and outputs of the project, also through the programme indicators.
- Controlling the expenditure incurred and paid and verifying that they are in line with the plans. The SG will supervise the financial management, ensuring that eligibility rules are respected. The SG will guide the timely periodical preparation of the progress reports.

Each partner will appoint a financial controller who will perform the verification of expenditure. Once the reports of each partner are confirmed, the lead partner will compile the joint progress report, which will be submitted to the joint secretariat.

Each partner will be responsible for providing detailed information on outputs, results and impacts and for the preparation of evaluation indicators.

The LP, members of the SG and other relevant members of the project will participate and contribute to the events and activities organized by the Interreg programme.

Each partner will coordinate communication activities locally, with stakeholders and communities.

Detailed budget by categories

Partner	Preparation costs	Staff costs	Office and administration	Travel and accommodation	External expertise and services	Equipment	Infrastructure and works	TOTAL
LP01 CNR-IBE	4,900.00	161,000.00	24,150.00	24,150.00	42,800.00	0	0	257,000.00
PP02 Piemonte Region	1,575.00	80,000.00	12,000.00	12,000.00	20,000.00	1,000.00	0	126,575.00
PP03 University of Évora	1,575.00	121,299.00	18,194.00	18,194.00	39,350.00	0	0	198,612.00
PP04 VMU	1,575.00	82,100.00	12,315.00	12,315.00	20,270.00	0	0	128,575.00
PP05 CULS	1,575.00	134,000.00	20,100.00	20,100.00	24,000.00	0	0	199,775.00
PP06 PSEDA-ILIRIA	1,575.00	62,308.00	9,346.00	9,346.00	20,980.00	0	0	103,555.00
PP07 SSPA	1,575.00	73,078.00	10,961.00	10,961.00	25,000.00	0	0	121,575.00
PP08 National Forestry Agency	1,575.00	67,997.00	10,199.00	10,199.00	6,000.00	0	0	95,970.00
PP09 BROZ	1,575.00	124,176.00	18,626.00	18,626.00	36,700.00	0	0	199,703.00
Total	17,500.00	905,958.00	135,891.00	135,891.00	235,100.00	1,000.00	0	1,431,340.00
% of Total budget	1.20%	63.30%	9.50%	9.50%	16.40%	0.10%	0.00%	100.00%

Spending plan

Partner	Preparation costs	Semester 1	Semester 2	Semester 3	Semester 4	Semester 5	Semester 6	Semester 7	Semester 8 and closure	TOTAL BUDGET
LP01 CNR-IBE	4,900.00	28,675.00	26,925.00	30,275.00	36,325.00	33,375.00	33,925.00	25,125.00	37,475.00	257,000.00
PP02 Piemonte Region	1,575.00	14,000.00	16,000.00	17,000.00	19,000.00	19,000.00	19,000.00	10,000.00	11,000.00	126,575.00
PP03 University of Évora	1,575.00	19,364.00	25,807.00	27,607.00	30,607.00	32,000.00	33,412.00	15,607.00	12,633.00	198,612.00
PP04 VMU	1,575.00	12,150.00	17,490.00	18,490.00	17,490.00	18,490.00	24,490.00	9,000.00	9,400.00	128,575.00
PP05 CULS	1,575.00	22,000.00	27,000.00	27,500.00	27,500.00	30,000.00	30,500.00	16,200.00	17,500.00	199,775.00
PP06 PSEDA-ILIRIA	1,575.00	9,000.00	11,500.00	13,500.00	15,000.00	16,000.00	16,980.00	10,000.00	10,000.00	103,555.00
PP07 SSPA	1,575.00	12,000.00	16,000.00	16,000.00	17,000.00	18,000.00	18,000.00	11,000.00	12,000.00	121,575.00
PP08 National Forestry Agency	1,575.00	9,000.00	10,500.00	11,500.00	12,500.00	15,895.00	17,000.00	8,500.00	9,500.00	95,970.00
PP09 BROZ	1,575.00	20,678.00	23,678.00	23,678.00	24,180.00	40,341.00	36,741.00	13,716.00	15,116.00	199,703.00
Total	17,500.00	146,867.00	174,900.00	185,550.00	199,602.00	223,101.00	230,048.00	119,148.00	134,624.00	1,431,340.00
% of Total budget	1.2%	10.3%	12.2%	13.0%	13.9%	15.6%	16.1%	8.3%	9.4%	100.0%

Annex 2

Preparation cost division

The preparation costs will be divided as follows: the 28% will go to the LP, the remaining 72% will be subdivided among the remaining eight PP:

Partner	Preparation costs	Percentage
LP01 CNR-IBE	4,900.00	28%
PP02 Piemonte Region	1,575.00	9%
PP03 University of Évora	1,575.00	9%
PP04 VMU	1,575.00	9%
PP05 CULS	1,575.00	9%
PP06 PSEDA-ILIRIA	1,575.00	9%
PP07 SSPA	1,575.00	9%
PP08 National Forestry Agency	1,575.00	9%
PP09 BROZ	1,575.00	9%
Total	17,500.00	100%