

**Interreg V-A — Estonia–Latvia**

**Cross-Border Co-operation Programme under**

**the European Territorial Co-operation Goal**

**Subsidy Contract**

**for the implementation of the**

**project [Project title]**

Preamble

The subject matter of this Subsidy Contract (hereinafter referred to as the ‘*Contract*’) is the legally binding agreement on implementation and management of the

Subject: [Project title]

Acronym: [Acronym]

Lead Partner Organisation: [Title of the LP organisation]

Priority: [The Priority]

Specific Objective: [Specific objective]

Start and end dates of the project: [dd/mm/yyyy]- [dd/mm/yyyy]

Duration of the project: [XX months]

The following Contract is concluded between State Shared Service Centre (hereinafter also referred to as *the* ‘*Centre’*) acting as Managing Authority (hereinafter also referred to as *the MA*) of the INTERREG V-A Estonia - Latvia Programme (hereinafter referred to as the ‘*Programme*’) with its office at:

Lõkke 4

10122 Tallinn

Estonia

Tel.: +372 663 8200

represented by the Head of Managing Authority ..............................

and

[*LP organisation* ] with its registered address at [*address of the LP*] represented by its authorised representative

[name]

[position of the signatory]

of the project [Project title],

hereinafter referred to as the ‘*Lead Partner*’ or ‘*LP*’, in the meaning of the Article 13 of the 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 (hereinafter referred to as the ‘*ETC Regulation*’).

**Article 1**

**Applicable legal framework**

The LP guarantees that the project is implemented and managed in accordance with the EU regulations as well as the horizontal policies of the European Union, the rules and instructions set out in the Programme manual as well as applicable national legislation.

**Legal basis:**

* 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 European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006 (hereinafter referred to as the *Common Provision Regulation*);
* 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) 1080/2006;
* Regulation (EU) No 1299/2013 of the European Parliament and of the Council on specific provisions for the support from the European Regional Development Fund to the European territorial cooperation goal (hereinafter referred to as *ETC Regulation*);
* Commission Delegated Regulation (EU) No 481/2014 of 4 March 2014 supplementing Regulation (EU) 1299/2013 of the European Parliament and of the Council with regard to specific rules on eligibility of expenditure for cooperation programmes;
* Other relevant regulations and delegated and implementing acts of the European Commission.

**Estonian regulations defining the position and responsibilities of the State Shared Service Centre in relation to the management and implementation of the Programme:**

* Structural Assistance Act – “Perioodi 2014-2020 struktuuritoetuste seadus”;
* Statute of the State Shared Service Centre.

**Programme documents:**

● Cooperation programme Interreg V-A — Estonia–Latvia (CCI No. 2014TC16RFCB050), approved by the European Commission on 04/12/2015 (Decision C (2015) 8926), setting the strategy, objectives and implementation system of the Programme;

● The Programme Manual, its annexes and other relevant programme documents published on the Programme website [www.estlat.eu](http://www.estlat.eu);

**Respective national regulations:**

● National legislation applicable to the Programme authorities, to the Lead Partner (LP) and Project Partners (PPs) in Estonia and Latvia.

The partners should also follow the EU and national principles on protection of environment, sustainable development, equal opportunities, non-discrimination.

**Article 2**

**Award of Subsidy**

1. With this Contract the MA shall award subsidy to finance the project ……….. [title].

The project was selected by the Monitoring Committee (hereinafter referred as the “MC”) on dd/mm/yyyy [with certain conditions]. Based on the MC’s selection decision, the MA made the respective financing decision no…….. of…….. ,[which included the set conditions.] The fulfilment of conditions has been subsequently checked by the MA/MC on [dd/mm/yyyy].

The selection of the project is based on the criteria set out in the Quality Assessment Methodology approved by the MC on [dd/mm/yyyy].

2. On the basis of this Contract, an earmarked subsidy at the most [xxx] Euros of the approved total budget of [xxx] Euros is awarded by the MA to the LP organisation of the project from the ERDF Funds of the Programme.

3. The subsidy is further limited to [applicable percentage] of the total actually incurred eligible costs of the project.

4. The maximum amount of subsidy referred to in Article 2.2 of this Contract may not be increased.

**Approved financial plan and ERDF contribution (€)**

|  |  |  |
| --- | --- | --- |
| Approved ERDF contribution  | xx% (max ERDF co-financing rate)  | Max amount [xxx xxx xxx Euro] |
| National Public contribution  | xx% | [xxx xxx xxx Euro] |
| National Private contribution  | xx% | [xxx xxx xxx Euro] |
| **TOTAL FUNDING** | xx% | [xxx xxx xxx Euro] |
| **NET REVENUE** | xx% | [xxx xxx xxx Euro] |
| **TOTAL NET FUNDING** | xx% | [xxx xxx xxx Euro] |

The project budget is the sum of the total amount of co-financing coming from partners in the participating Member States and the total amount awarded from the ERDF. The LP must implement the project according to the Contract and make and report on the project expenditure in the project progress reports. If the LP fails to make and report project expenditure according to the project budget per period as included in the latest approved Application Form in the eMS, which results in under-spending of the funds by 60% or more of the first year budget, the MA is entitled to reduce the budget of the project or end subsidy payments.

The amount of the ERDF will be paid on the basis of the validated total eligible expenditure only.

5. On the basis of this Contract the programme *grants/does not grant* state aid and *de minimis aid* to the *LP and PP(s)*.

*State aid and de minimis aid are granted in accordance with the following legal*

*acts:*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name of the project partner | State aid regulation and article | State aid amount and ERDF co-financing rate | *De minimis* aid regulation | *De minimis* aid amount and ERDF co-financing rate |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

6. On the basis of this Contract the LP ensures that LP and PP(s) are aware that they may grant indirect *de minimis* aid. LP and PPs must inform participants of the project activities about becoming subjects to indirect *de minimis* aid before the project activity takes place. The registration and processing of indirect *de minimis* aid is carried out according to the applicable Programme Manual.

The project partners in Latvia, who are entitled to grant indirect *de-minimis* aid on the basis of the approved Application Form are:

1. ............................
2. ………………………….

etc

7. Disbursement of the subsidy will be made subject to the condition that the national financial control process, as well as the certification process by the MA have been carried out adequately fulfilling the requirements set out in the respective EU and national regulations.

8. If the European Commission fails to make the funds available, the MA is entitled to terminate the Contract and any claim by the LP against the MA for whatever reason is excluded.

9. If the LP or the PPs fail to meet the requirements of the national co-financing as set out in this Contract based on the approved application, the MA is either entitled to terminate this Contract or reduce the amount of subsidy proportionately to the reduced national co-funding depending on the case, and any claim by the LP against the MA for whatever reason is excluded after the parties concerned have exchanged information on the matter and no mutual consent has been found within reasonable time.

**Article 3**

**Object of use, eligibility of costs and reallocation**

1. The subsidy is awarded exclusively to the LP for the implementation of the project ....... [title].

2. The LP and PP shall implement the project with the requisite care, efficiency, transparency and diligence, in line with best practice in the field concerned and in compliance with this Contract. For this purpose, the LP and PP shall mobilise all the financial, human and material resources required for full implementation of the project as specified in the approved application.

3. Costs which qualify for a subsidy pursuant to Article 2.2 exclusively consist only of eligible costs as validated by the national financial control bodies and JS and certified by the MA according to the budget structure of the approved application. The eligibility of costs for ERDF and national co-financing is regulated by the compliance of the expenditure with the legal provisions of Article 1 Applicable legal framework, Article 7 Information and Publicityand of the Programme Manual Chapter 5 Project Budget. Progress reports must be validated by the JS in compliance with the procedure listed in Chapter 7.9 of the Programme Manual “Submission of Partner and Progress Reports”. The eligibility of the costs are also determined on the basis of the proper audit trail shown by the LP and PPs by storing the invoices and other expense receipts (in the form of the originals, or certified true copies of the originals, or on commonly accepted data carriers including electronic versions of original documents or documents existing in electronic version only) and keeping them clearly traceable in the bookkeeping for the financial control and audit purposes and maintaining records of invoices and bodies holding documentation in the audit trail in accordance with Articles 25-27 of the Commission Delegated Regulation (EU) No 480/2014 until [dd/mm/yyyy]. The maintained and updated records/lists shall be made available to the JS upon requirement.

4. Costs for the project are eligible from the starting date until the end date of the project. The only exceptions to this rule are the preparation costs (see Programme Manual, Chapter 5.4), which may occur before the starting date of the project.

5. During the project period, the LP is entitled to reallocate the budget in well justified cases and if it does not negatively affect the achievement of the project objectives. The reallocation has to be made as specified in Chapter 7.8 of the Programme Manual.

**Article 4**

**Reporting and request for payments**

1. The LP may only request payments by providing proof of progress of the project as described in the approved application. The LP has to present progress reports to the JS via eMS and in time. Instructions given in the reporting forms and in the Programme Manual must be observed.

2. The progress reports have to be submitted according to the reporting periods as stated in the Programme Manual Chapter 7.9. Later reporting with respect of the mentioned deadlines must be approved specifically by the JS on an *ad hoc* basis.

3. Payments not requested in time, in full or in compliancewith the procedure set in the Programme Manual may be lost if the programme experiences a de-commitment (Programme Manual Chapter 7.14). The consideration, whether payments are reduced due to the de-commitment process, will be done at the end of each year of the approved project duration time. Any unjustified delay in reporting or in the clarification process of the progress report, either by LP or by PPs, or failure to meet the project disbursement schedule can imply a reduction or ending of the subsidy payments (Article 2). A failure to comply with the requirements set for the proper audit trail (Article 3.3) may also lead to reduction or ending of the payments.

4. Progress reports will be processed by the JS/MA according to the internal procedures and MA will transfer the subsidy to the LP within 1 month after receiving reports with eligible costs as validated by the national financial controllers and JS. The funds will be disbursed in Euro (€) and transferred to an account indicated by the LP. Any exchange rate risk will be borne solely by the LP.

5. In order to lower administrative burden for the LP/project partners and programme administration, the project may choose to apply a flat-rate approach for covering office and administrative expenditure in accordance with Chapter 5.3.2 of the Programme Manual. Once the flat-rate approach is chosen by the project, it cannot be changed during the project lifetime.

**Article 5**

**Representation of the Lead Partner and Project Partners, liability**

1. The LP solely bears the overall financial and legal responsibility for the project and for the PPs in accordance with Article 13 of the ETC Regulation.

2. The LP guarantees that it is entitled to represent the PPs participating in the project in all dealings with the MA in the context of the project implementation, bearing the sole responsibility of delivering as well as receiving all the information relevant for the project management between LP and PPs and that it will establish with the PPs the division of the mutual responsibilities in the form of partnership agreement.

3. The LP guarantees that a copy of the partnership agreement is provided via eMS to the MA in English before the Contract is signed and it contains binding information at least on responsibilities of the following items:

1. role and obligations of the individual partners in the partnership in project implementation;
2. budgetary and financial management, accounting principles;
3. receipt of ERDF payments;
4. liability in case of non-fulfilment of obligations or delay;
5. information and publicity requirements;
6. resolutions of disputes between partners in the partnership;
7. the ownership rights of the results between partners.

The above list is not exhaustive and the LP and the PPs may add further items according to the project specific needs.

The MA/JS is not a party in the partnership agreement or in the disputes that may arise between the contracting parties or towards third parties.

4. The LP guarantees that all mandatory permits required by EU or national legislation needed for the implementation of the project have been delivered as stipulated in the Programme Manual.

5. The LP guarantees that the LP and PPs comply with all requirements under the legal framework which apply to them in their respective countries and that all necessary approvals have been obtained.

The LP is liable towards the MA for:

* ensuring that all its PPs have a legal status which is in line with the definition in the Programme and in the Programme Manual as it is in force on the date when this Contract is signed;
* ensuring that all expenditure reported in the progress report has been validated according to the procedures set in the Programme Manual;
* ensuring that the PPs fulfil their obligations under this Contract and as stipulated in the Partnership Agreement and with respect of the requirements set by the legal references mentioned in Article 1 Applicable Legal framework.

6. If the MA based on the received information demands repayment of subsidy funds in accordance with this Contract, the LP is liable to the MA for the total amount of the subsidy.

7. 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 the PPs during the project implementation. The MA therefore cannot accept any claim for compensation or increases in payment in connection with such damage or injury.

8. The LP and PPs shall assume liability to third parties including liability for damage or injury on any kind sustained by them while the project is being carried out. The LP and PPs shall discharge the MA of all liability associated with any claim or action brought as a result of a non-compliance of rules or regulations by the LP or PPs as result of violation of a third party’s rights.

**Article 6**

**Additional obligations**

In addition to the obligations of the LP as already stated, the LP undertakes:

1. to open a separate bank account or a separate cost centre in the accounting system for the project and to ensure that any received subsidy can be clearly identified and repaid if necessary due to irregularities;

2. to inform the MA/JS immediately if project costs are reduced, if the project objectives, the action plan or the budget plan on which this Contract is based, change, or one of the disbursement conditions ceases to be fulfilled, or any circumstances arise which entitle the MA to reduce payment or to demand repayment of the subsidy wholly or in part;

3. to provide the Programme authorities with any information requested without any delay;

4. to provide necessary data for the eMS in compliance with this Contract according to the MA/JS instructions;

5. to inform the MA/JS without any delay about any envisaged changes of the partnership agreement. In case of necessity a new partnership agreement or amendment to the partnership agreement has to be signed between the LP and PPs;

6. to take all necessary precautions to avoid conflict of interests (incl. PP) and shall inform the MA/JS without any delay with the situation constituting or likely to lead to any such conflict. There is a conflict of interests where the impartial and objective exercise of the functions of any person under this Contract is compromised for reasons involving family, emotional life, political or national affinity, and economic interest of any other shared interest with another person;

7. to regularly check from eMS and Programme web site [www.estlat.eu](http://www.estlat.ee) for the last updated version of the Programme related documents in order to guarantee compliance with the latest updates. The MA/JS shall publish the updates about the Programme Manual, reporting forms and changes to other Programme related documents on Programme web site [www.estlat.eu](http://www.estlat.eu);

8. to provide the independent assessors carrying out the evaluations of the programme with any document or information necessary to assist the evaluation.

**Article 7**

**Information and Publicity**

1. Any notice or publication by the project, including at a conference or a seminar, must specify that the project has received a subsidy from the Programme funds, in compliance with the requirements set in the Programme Manual and Publicity Guidelines; as well as in compliance with the requirements set by the regulatory framework in Article 1 Applicable legal framework.

2. In any public material used to promote or disseminate the project activities whether printed or electronically available, on objects and information carriers, the use of the Programme logo and the EU logo that includes the EU emblem (flag) and reference to the European Regional Development Fund, is mandatory as set out in the Programme Manual and Publicity Guidelines.

3. During the implementation of the project, the project partner shall inform the public about the support obtained from the programme funds by providing on the project partner’s website, where such website exists, a short description of the project and by placing at least one poster with information about the project (minimum size A3) at a location readily visible to the public as set in the Publicity Guidelines.

4. Any notice or publication by the project, in whatever form or by whatever medium, including the Internet, must specify that it reflects the author’s views and that the MA is not liable for any use that may be made of the information contained therein.

5. The MA, European Commission and the JS shall be authorized to publish, in whatever form and on or by whatever medium, including the Internet, the following information:

* the name of the LP and its partners;
* the purpose of the subsidy;
* the amount granted and the proportion of the total cost of the project accounted for by the funding;
* the geographical location of the project;
* Information on earlier publicity of the project.

LP is obliged to inform the MA/JS on possible sensitive/confidential (e.g. business or personnel related) issues that cannot be published in programme newsletters and web page.

**Article 8**

**Durability and ownership of results**

1. In accordance with Article 71 of the Common Provisions Regulation and Chapter 7.12 of the Programme Manual the ownership of the outputs having the character of investments in infrastructure and productive investments produced during the project implementation shall remain with the LP or PPs for at least five years from the final payment to the lead partner. In case of SMEs the time-limit is three years.

2. Project partners are obliged to repay the ERDF contribution if within five years of the final payment to the project partner, within ten years in case of State aid, or within three years in cases concerning the maintenance of investments or jobs created by SMEs, the respective partner is subject to any of the following:

* a cessation or relocation of a productive activity outside the programme area;
* a change in ownership of an item of infrastructure which gives to a firm or a public body an undue advantage;
* a substantial change affecting its nature, objectives or implementation conditions which would result in undermining its original objectives.

The lead partner is obliged to notify the MA of any such changes described beforehand. Sums unduly paid in respect of the operation shall be recovered by the Managing Authority in proportion to the period for which the requirements have not been fulfilled.

3. The LP ensures that the arrangements in ownerships, titles and industrial and intellectual property rights on the outputs of the projects are in accordance with Chapter 7.12 of the Programme Manual.

4. Where relevant, the LP and project partners ensure that results and outputs of the project are available and accessible to the public free of charge.

**Article 9**

**Right of termination**

1. In addition to the right of termination laid down in Article 2 Award of Subsidy*,* the MA is entitled depending on the case, totally or partially to terminate this Contract by registered letter and to demand total or partial repayment of funds, if

1. the LP has obtained the subsidy through false or incomplete statements;
2. the permits required for the implementation of the project turn out be incomplete, false or are missing altogether;
3. the project has not been or cannot be implemented, or it has not been or cannot be implemented in due time;
4. a change has occurred in the project that has put at risk the achievement of the results planned in the approved application;
5. the project outputs and results are severely out of line with those promised in the approved application;
6. the LP has failed to submit required reports or proofs, or to supply necessary information, 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;
7. the LP has failed to immediately report on events delaying or preventing the implementation of the project funded, or any circumstances leading to its modification;
8. the LP has impeded or obstructed controls and audits;
9. the subsidy awarded has been partially or entirely misapplied for purposes other than those agreed upon;
10. insolvency proceedings are instituted against the assets of the LP or insolvency proceedings are dismissed due to lack of assets for cost recovery, provided that this appears to prevent or risk the implementation of the programme objectives, or the LP closes down;
11. subject to the provisions of Article 13 Assignment, legal succession, No 2 and 3 the LP wholly or partly sells, leases or lets the project to a third party;
12. it has become impossible to verify that the final report is correct and thus the eligibility of the project activities is questionable;
13. 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 implementation of the programme objectives.

2. If the MA exercises its right of termination, the LP is obliged to transfer the repayment amount to the MA within 60 calendar days as of the date of enforcement of the financial correction decision unless otherwise specified in the financial correction decision. The due date for the repayment is explicitly stated in the financial correction decision annexed to the registered letter terminating the Contract.

3. If the MA exercises its right of termination, offsetting by the LP is excluded unless its claim is undisputed or recognized by declaratory judgment.

4. Any further legal claims shall remain unaffected by the above provisions.

**Article 10**

**Archiving of project documents**

1. The LP is at all times obliged to retain for audit purposes all official files, documents and data about the project on customary data storage media in a safe and orderly manner at least until [dd/mm/yyyy]. Other possibly longer statutory retention periods as might be stated by national, law remain unaffected.

2. Location, conditions and support for archiving must comply with the requirements set by Programme Manual Chapter 7.6 and Commission Delegated Regulation (EU) No 480/2014 Articles 25-27.

**Article 11**

**Controls and audits**

1. All the costs in each progress report submitted by the LP to the JS must be validated by the national financial control bodies according to the procedure described in the Programme Manual and in compliance with the requirements set by the legal framework in Article 1 Applicable legal framework.

2. The Audit Authority (AA) of the Programme, the responsible auditing bodies of the EU and, within their responsibility, the auditing bodies of the participating EU Member States as represented in the Group of Auditors or other national public auditing bodies authorised by the AA are entitled to audit the proper use of funds by the LP or by the PPs or arrange for such an audit to be carried out by authorised persons.

3. The LP as well as PPs will ensure access to all documents required for the above controls and audit, as well as to the financial control, JS and MA. All partners provide necessary information, documents and give access to their business premises and locations where project activities take place for carrying out on the spot visits.

4. The MA has a right to withhold the payments to the LP until all the required information and documentation have been delivered or made available otherwise.

5. The MA has a right to conduct sample checks in addition to the national financial control bodies.

6. The MA, assisted by the JS, can request at any moment additional information and supporting documents from the LP and PP to perform its certifying tasks.

7. In case the Audit Authority issues statements on the national control systems and defining problems of systemic character, the MA has a right to withhold the payments to the LP until this case has been solved.

**Article 12**

**Financial correction decision and recovery of ineligible expenditure**

1. If any expenditure is considered ineligible by the MA according to regulatory framework mentioned in Article 1Applicable legal framework, a financial correction procedure, based on Guidelines to Financial Corrections annexed to the Programme Manual, will be started.

2. MA shall send a financial correction decision to the LP organisation by the document handling system of the State Shared Service Centre. In case it is impossible to deliver the financial correction decision by the document handling system or the project is over, the decision shall be sent electronically by e-mail or by registered mail with advice of delivery and shall be entered into the eMS within ten working days as of the date of making the decision.

3. The financial correction decision provides the arguments on which the financial correction decision is based.

4. The financial correction decision shall be deemed to be serviced on the LP if it has been sent to the LP in a manner specified in point 2.

5. In the financial correction decision, the MA shall reclaim back ineligible ERDF support based on the Contract. The LP is obliged to conduct the repayment within 60 days as of the date of enforcement of the financial correction decision unless otherwise specified in the financial correction decision. The due date for the repayment is explicitly stated in the financial correction decision.

6. The financial correction decision shall decrease the project budget foreseen in the Subsidy Contract.

7. In case mutual consent on the repayment issue cannot be found by the parties concerned, the procedure for the judicial phase will take place in the competent jurisdiction of the first instance in Estonia.

**Article 13**

**Assignment, legal succession**

1. The MA is entitled at any time to transfer its rights and duties under this Contract. In case of assignment the MA will inform the LP without delay.

2. The LP is allowed to transfer its duties and rights under this Contract only after prior written consent of the MA and the Monitoring Committee.

3. In cases of legal succession, e.g. where the LP or a PP changes its legal form, the LP or PP is obliged to transfer all duties under this Contract to the legal successor. The LP shall notify the MA about any change beforehand.

**Article 14**

**Concluding provisions**

1. This Contract shall take effect on the date of the last signature covering the approved duration time of the project and shall expire only after the Final Report has been approved by the MA/JS and the payment has been certified and paid out by the MA. The specific requirements set by Article 1 Applicable legal framework concerning e.g. archiving, ownership rights, audit and publicity measures are valid for the LP and PPs beyond the expiration date of the Contract.

2. The request for project prolongation has to be submitted to the JS the latest two weeks before the end date of the project via eMS.

3. All formal correspondence with the MA under this Contract must be in writing and in English.

4. All correspondence with the MA must be sent either in writing or via eMS to the following address:

State Shared Service Centre

Head of Managing Authority, ....................................

Lõkke 4

10122 Tallinn

Estonia

5. All Programme related relevant information for the LP and PPs will be made available in eMS and Programme web site [www.estlat.eu](http://www.estlat.eu) in English.

6. If any provision in this Contract should be wholly or partly ineffective, the parties to the Contract will replace ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision. This procedure in conducted in written form by the parties concerned. In case of differences that are not ruled by this Contract the parties concerned will agree on aiming to find a mutual consent on the issue.

7. Amendments and supplements to this Contract and any waiver of the requirement of the written form must be in written form.

8. Any dispute between the parties which could not be resolved amicably concerning their contractual relationship and, more specifically, the interpretation, performance and termination of this Contract, shall be referred to the complaint panel in accordance with the procedure as described in Annex 4 to the Programme Manual Complaint Procedure.

9. Without prejudice to the applicable European law, this Contract is governed by the laws of the Republic of Estonia. The place of jurisdiction is Tallinn, Estonia.

10. No party shall be held liable for not complying with obligations deriving from the Contract should the non-compliance be caused by force majeure.

**Signatures:**

Signed digitally Signed digitally

Ege Ello …………………………..[name]

Head of Managing Authority ………………………….[position]

Annex 1: Final version of the Application Form validated in the eMS including annexes