



HELLENIC REPUBLIC
Ministry for Development,
Competitiveness and Shipping

ΠΕΡΙΦΕΡΕΙΑ ΔΥΤΙΚΗΣ ΕΛΛΑΔΑΣ
ΓΡΑΦΕΙΟ ΑΝΤΙΠΕΡΙΦΕΡΕΙΑΡΧΗ
ΑΝΑΠΤΥΞΗΣ Κ' ΑΓΡΟΤΙΚΗΣ ΟΙΚΟΝΟΜΙΑΣ

Αριθμ. Πρωτ.: 3614/201
ΕΛΗΦΘΗ ΤΗΝ 13-2-2012

MANAGING AUTHORITY OF EUROPEAN TERRITORIAL
COOPERATION PROGRAMMES
JOINT TECHNICAL SECRETARIAT OF THE EUROPEAN
TERRITORIAL COOPERATION PROGRAMME "GREECE -
ITALY 2007-2013"

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Thessaloniki, 08.02.2012
Ref. No. 300122/MA 497

To: **Region of Western Greece
New National Road Patron-
Athinon 28,
26441, Patras - Greece**

Attn: **Mr. Apostolos Katsifaras,
Head of the Region of
Western Greece**

SUBJECT: Signed subsidy contract - Project proposal "RE.HERB"

Following its signing by the Head of the Managing Authority, Mr. G. Emmanuel, we hereby forward you a copy of the subsidy contract of project proposal "RE.HERB". A second copy of the subsidy contract will be filed by the Joint Technical Secretariat in the project folder.

The Head of the Managing Authority

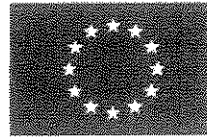
George Emmanuel

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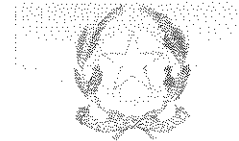
- Office of the Alternate Minister Mr. S. Xinidis
- Office of the Secretary General for Investments and Development Mr. G. Petrakos
- Head of the MA of Territorial Co-operation Programmes Mr. G. Emmanuel (e-copy)
- Unit B2, Management and Monitoring of the Programmes implemented in the Mediterranean and the Adriatic.
- JTS of the ETCP "Greece - Italy 2007-2013"



HELLENIC REPUBLIC
Ministry for Development,
Competitiveness and Shipping



EUROPEAN UNION



ITALIAN REPUBLIC



Regione Puglia
APULIA REGION

**European Territorial Cooperation Programme
Greece-Italy 2007-2013**

SUBSIDY CONTRACT

No. : I1.11.06

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SUBSIDY CONTRACT No. I1.11.06

In ...Thessaloniki today, the 31st of January 2012, at the premises of the ...
Managing Authority, 65 G. Schalis Avenue 57001 Thessaloniki

Between

the Managing Authority of the Objective "European Territorial Cooperation" Operational Programmes of the Ministry for Development, Competitiveness and Shipping, as the Managing Authority of the European Territorial Cooperation Programme "Greece-Italy 2007-2013", being a party to this contract and represented by ...Mr. George Emmanuel, Head of the Managing Authority, hereinafter referred to as "Contracting Authority", on the one,


And

the Region of Western Greece, Lead Beneficiary of the operation (project) entitled "**Recording, documentation, promotion and distribution of the aromatic and therapeutic herbs, plants and plant products – RE.HERB – I1 – 1.1**", hereinafter referred to as "Lead Partner", based in New National Road Patron-Athinon 28, 26441, Patras, Greece, represented by Mr. Apostolos Katsifaras (Head of the Region of Western Greece), *on the other*,

who hereinafter will be jointly referred to as "**the Parties**",

With regard to the framework of the provisions and documents hereunder:

1. The Regulations on the Structural Funds, and in particular:
 - COUNCIL REGULATION (EC) No 1083/2006 laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund and repealing Regulation (EC) No 1260/1999 as in force;
 - REGULATION (EC) No 1080/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL on the European Regional Development Fund and repealing Regulation (EC) No 1783/1999 as in force;



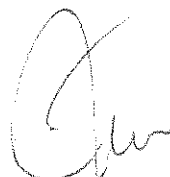
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- COMMISSION REGULATION (EC) No 1828/2006 setting out rules for the implementation of Council Regulation as in force, (EC) No 1083/2006 laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund and of Regulation as in force (EC) No 1080/2006 of the European Parliament and of the Council on the European Regional Development Fund as in force;
2. EC approval Decision C(2008)1132/28-03-2008 of the OP and last version approved of the Operational Programme;
 3. The Community and national Rules, as in force, related to:
 - public procurement & competition
 - eligibility of expenditure
 - protection of the environment
 - equal opportunities
 - non discrimination;
 4. The Memorandum of Understanding between the Member States involved in the implementation of the Operational Programme;
 5. The approved Management and Control System of the "European Territorial Cooperation" objective Operational Programme "Greece-Italy 2007-2013";
 6. The decision of the 3rd Monitoring Committee on 15 July 2011, as communicated to the lead partner in the letter dated 28 September 2011 (Annex 1) and the approved Application Form (Annex 2);
 7. The Programme Manual as in force.
 8. The partnership agreement Between the Lead Beneficiary (Lead Partner) and the beneficiaries (Partners) of the Operation (Project) "Recording, documentation, promotion and distribution of the aromatic and therapeutic herbs, plants and plant products"

Hereby conclude the following:

Article 1**Content of the Contract**

- 1.1 A subsidy is awarded to the Lead Partner for the implementation of the approved project according to the decision taken by the Monitoring Committee of the Operational Programme. The present contract determines the funding conditions for the whole partnership as represented by the Lead Partner. The Lead Partner is subject to the terms and conditions set out in this contract and the annexes thereto.



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The Monitoring Committee's decision approving the project and the approved Application Form, form an integral part of this contract.

- 1.2** The Lead Partner undertakes to implement the project in collaboration with the following four (4) beneficiaries (partners):

Partner 2: Province of Taranto, Via Anfifatro 4, Taranto - Italy, represented by Mr. Giovanni Florido (President)

Partner 3: Region of Epirus, Pyrrou Square 1, Ioannina, 45221, Greece, represented by Mr. Alexandros Kachrimanis (Head of the Region of Epirus)

Partner 4: Academy of Athens - Hellenic Folklore Research Centre, 3 Ipitou str., 10557 - Athens - Greece, represented by Mr. Vasileios Petrakos (General Secretary of the Academy of Athens)

Partner 5: University of Patras, University Campus Rio, Patras - Greece, represented by Mr. Dimitrios Kalpaxis (Vice Rector of Strategic Research Planning and Development)

- 1.3** The total budget for the project approved by the Monitoring Committee's decision amounts to 871.000,00 euro. The total amount for funding, as well as the rate of ERDF contribution, is calculated on the total eligible costs of the project, as referred to below:

Total Budget of the project: 871.000,00 Euro (€)

ERDF Contribution: 75%

National contribution: 25%

	Institution	Country	Total Eligible Cost (€)	ERDF Contribution (€)	National Contribution (€)
Lead Partner	Western Greece Region	Greece	270.000 €	202.500 €	67.500 €
Partner 2	Province of Taranto	Italy	180.000 €	135.000 €	45.000 €
Partner 3	Region of Epirus	Greece	173.000 €	129.750 €	43.250 €
Partner 4	Academy of Athens - Hellenic	Greece	118.000 €	88.500 €	29.500 €

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	Folklore Research Centre				
Partner 5	University of Patras	Greece	130.000 €	97.500 €	32.500 €
Total Project Budget			871.000 €	653.250 €	217.750 €

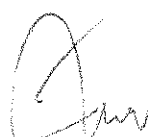
- 1.4** The ERDF co-financing rate of the project may rise up to 75% of the eligible expenditure for all partners of the programme eligible area.
- 1.5** The Lead Partner declares that it and the other partners have not, nor will they receive, additional funding for the whole or part of the project from the European Union throughout the period of the implementation of the project.
- 1.6** Payments to partners will be made according to the flow of funds from the European Commission.
- 1.7** If funds from the European Commission are not transferred, the Managing Authority of the European Territorial Cooperation Programme "Greece-Italy 2007-2013" shall be entitled to terminate the contract at any time without the Lead Partner being entitled to claim any rights.

Article 2**Duration of the Contract**

- 2.1** Without prejudice to the provisions concerning the implementation of the project and the eligibility of expenditure, this contract enters into force on the date of its signing, and expires the first day following the receipt of the final payment while obligations arising from community and national legislation will still apply. However, for control and audit purposes, the Lead Partner shall retain all files, documents and data relevant to the project on customary data storage media in a safe and orderly manner for at least three years after the closure of the Operational Programme.
- 2.2** The project implementation period is 20 months in accordance with the approved Application Form (Annex 2).

Article 3**Terms of Funding – Eligibility of Expenditure-Time table**

- 3.1** Funding is specifically granted exclusively for the implementation of the project as described in the Application Form of the project "Recording, documentation, promotion and distribution of the aromatic and therapeutic herbs, plants and plant products", in accordance with the conditions approved by the Monitoring Committee's decision.
- 3.2** Only the expenditure relating to the project implementation is eligible for ERDF co-financing subject to terms under which it has been approved by the Monitoring

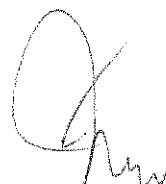
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Committee (Annex 1). Eligibility rules are specified by Regulations (EC) 1080/2006, 1083/2006, 1828/2006 as well as common/national rules as described by the provisions of the Programme and relative Programme Implementation Documents (Programme Manual, MoU, etc.), as in force.

- 3.3** Preparation costs are included in the total eligible budget provided that they are in accordance with the eligibility rules and are directly related to the implementation of the project. The maximum percentage of preparation costs cannot exceed 5% of the total budget of the project and in any case the amount of 60.000€. Eligibility rules as regards preparation costs are specified in the Programme Manual, as in force.
- 3.4** The starting date of eligibility of costs is 01/01/2007.
- 3.5** The Lead Partner resumes the obligation to implement the project and the expenditure related to it, in accordance with the approved project timetable described in the approved Application Form (Annex 2). Any deviation from the approved project implementation timetable, not approved according to the procedures specified in the Programme Manual (project modification guidelines), will be deemed by the Managing Authority as partial or total non-performance of the project. In such case, the Managing Authority reserves the right to decommit the funds (in part or in their entirety) allocated to the project or recover such funds if already paid. The amount that is decommitted or recovered will be calculated on the basis of the progress of the implementation of the object and the expenditure of the project occurred.

Article 4**Progress Reports - Payment Requests**

- 4.1** The Lead Partner is the Lead beneficiary in accordance with art 20 of Commission regulation 1080/2006 for the project "Recording, documentation, promotion and distribution of the aromatic and therapeutic herbs, plants and plant products".
- 4.2** The Lead Partner submits to the Joint Technical Secretariat (JTS) progress reports on project implementation activities in accordance with the timetable referred to in the approved Application Form and the Programme Manual as in force.
- 4.3** Payment requests for project expenditure actually made will derive from the relevant reporting period progress reports consisting of an activities report and a financial report. Prior to filling in a progress report, the Lead Partner will collect the expenditure made by all project partners including its own, which must be accompanied by the relevant verifications signed by the competent controller of the respective country. The verified expenditure of all partners must be attached to the relevant progress reports. The Lead Partner will use the official forms (Progress



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Reports) as in force, which are provided by the MA.

- 4.4** Should the Project Partners delay in submitting to the Lead Partner their activity and financial reports, the Lead Partner will still abide by the deadlines for submission. Should the Project Partners delay in submitting to the Lead Partner their table of verified expenditure, the Lead Partner will add the missing information to the statement of the next reporting period.
- 4.5** All reports must be submitted in English, which is the official language of the Operational Programme.
- 4.6** Project funding concerns exclusively the eligible expenditure of the project, according to article 3 herein. The Lead Partner must justify all payment requests for the relevant expenditure by providing sufficient proof on project progress.
- 4.7** The Joint Technical Secretariat receives and processes progress reports, together with the necessary supporting documents. The Managing Authority has the final responsibility of providing its consent to the Certifying Authority in order to enable the last to proceed with payments of claims requested by the Lead Partner.
- 4.8** The Joint Technical Secretariat, Managing Authority, Certifying Authority, the National Coordinators, the Cross-border Info Point and the European Commission may at any time ask for supplementary information concerning payment claims or the project itself.
- 4.9** The Certifying Authority will transfer the ERDF contribution to an interest-free bank account indicated by the Lead Partner in the application form. The LP shall further transfer the ERDF amount to the PPs.
For Greek Partners the national contribution will be granted through the Public Investments Programme. For the Italian Partners, in turn, the national contribution will be covered by the Rotation Fund (Fondo di Rotazione).
- 4.10** Considering that payment of ERDF contribution is made by the European Commission in accordance with the community provisions concerning the budget commitments of the Structural Funds, the Lead Partner will submit a progress report to the JTS every three months in accordance with the following schedule:

Reporting Periods	Deadlines for the submission of progress reports
January - March	20 April of the respective year
April - June	20 July of the respective year
July - September	20 October of the respective year
October - December	20 January of the respective year
Final Report	Together with the last progress report




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As indicated in the above table, the deadline for the submission of the Progress Report is 20 days from the end of the Reporting Period. Partners should send the expenditure of each month to the designated controller according to the reporting period.

(Reporting duties are fully analysed in the Programme Manual)

4.11 Payment of the eligible preparation costs, as specified in article 3 of this contract, will be included in the first progress report. Payments are made subject to the approval of progress reports by the Managing Authority.

4.12 Payments from the Certifying Authority to the Lead Partner will be made in euro.

4.13 The amounts will be paid according to the flow of funds from the European Commission. In case of delay in the transfer of funds from the Commission, the Lead Partner and the rest of the partners will not be entitled to claim any rights against the Managing Authority.

4.14

- a.** In case that one year after the signing of the subsidy contract and provided that the total verified expenditure reported in progress reports, as regards the previous year, is less than 20% of the total budget for the project, the Managing Authority reserves the right to consider the possibility of reducing the approved budget of the project. In this case immediate communication should be made to Lead partner and project partners.
- b.** In case that the ERDF annual contribution (as stated in the Operational Programme) is automatically decommitted by the European Commission, in accordance with the EC Regulation 1083/2006, the Managing Authority reserves the right to consider the possibility of reducing the approved ERDF budget of the project with respect to expenditure not carried out in accordance with the stipulated timetable.
- In both cases the Monitoring Committee, after the proposal of the Managing Authority, may decide to reduce the budget of the project. If the reduction of the project budget is decided, this contract and respective annexes will be modified accordingly.
- 4.15** On the basis of the decision of the Joint Monitoring Committee of the Programme, the Lead Partner takes actions to recover from the project partners any amounts of ERDF contribution unduly paid concerning their participation in the project, as stated in article 6.4.

Article 5**Management structures of the project - Responsibilities of the Lead Partner**

5.1 The project partnership is governed by the Lead Partner principle. The Lead Partner



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represents legally the partners participating in the project vis-à-vis the Managing Authority, the Certifying Authority, the Member States, the Audit Authority thereof and the European Commission Services.

- 5.2** The Lead partner will be assisted in its role by a project Management Team comprising representatives of all partners, taking decisions unanimously and governed by internal rules of procedures approved by the partners at their first meeting.
- 5.3** The Lead Partner, vis-à-vis the MA/JTS, accepts total responsibility for the implementation and management of the project as described in the approved application form and undertakes the coordination of the rest of the partners participating in the project.
- 5.4** The Lead Partner is responsible for ensuring the implementation of the entire project and therefore ensures that all partners referred to in article 1.2 of this contract undertake the obligation to participate in the implementation of the project.
- 5.5** It shall ensure that the expenditure presented by the partners participating in the project has been incurred for the purpose of implementing the project and corresponds to the activities agreed between those partners;
- 5.6** It shall verify that the expenditure presented by the partners participating in the project has been validated by the controllers;
- 5.7** It shall be responsible for transferring the ERDF contribution to the rest of the partners participating in the operation within one month of its receipt.
- 5.8** It shall ensure that all partners including itself keep records and all documents concerning the implementation of the project in accordance with Article 19 of EC Regulation 1828/2006 on management and control systems of the Structural Funds.
- 5.9** The Lead Partner is the only liable party against the third parties and shall bear the responsibility of damages of any kind incurred to them during the implementation of the project. The Lead Partner releases the Managing Authority from any liability in respect of any claim or proceedings taken against it for any breach of laws by it, its employees or partners, or for any infringement of the rights of third parties.
- 5.10** The Lead Partner shall lay down the arrangements for its relations with the partners participating in the operation in a Partnership Agreement comprising, *inter alia*, provisions guaranteeing the sound financial management of the funds allocated to the operation, including the arrangements for recovering amounts unduly paid. The allocation of mutual responsibilities among the project partners is specified in their Partnership Agreement. A copy of the signed partnership agreement must be sent to the JTS with the submission of the project proposal. If the decision of the Monitoring Committee requires adjustments of the Partnership Agreement, an updated version



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will be submitted by the Lead Partner before the signing of this contract.

Article 6

Obligations and rights of the Managing Authority

The Managing Authority undertakes to:

- 6.1 Check that provisions set out in this contract are met throughout the implementation and after the completion of the project.
- 6.2 Ensure the consistency, legality and eligibility of expenditure based on information received by the Lead Partner.
- 6.3 Under no circumstances, for any reason whatsoever, may the Managing Authority be deemed liable for damages caused to the staff and the property of the Lead Partner or any partner in the course of the project implementation. Therefore, any claim for damages or increase of the funding will not be accepted.
- 6.4 In case that the Managing Authority has proof for irregularities in the project, after an audit was conducted and the relevant conclusions have been sent to the MA,, it will demand the return of all or part of the funding paid out for the project from the Lead Partner who will claim the amount concerned by the respective partner/s. In the event that the recovery of funds is not possible, the Lead Partner must immediately inform the Managing Authority who will inform the respective Member State/s. The respective member states shall return the amounts requested to the Certifying Authority. The demand of return of all of the funding paid out for the project shall automatically mean the termination of the present contract.
- 6.5 The Managing Authority ensures that the Certifying Authority receives all necessary information on the procedures and verifications carried out in relation to expenditure for the purpose of certification.

Article 7

Information and publicity

- 7.1 The Lead Partner must ensure compliance of the project with Articles 8 and 9 of Regulation (EC) 1828/2006 on information and publicity measures concerning co-financing from Structural Funds.
- 7.2 Any statement or publication by the project, in whatever form and on or by whatever medium, including the Internet, must state that it reflects the author's views and that the Managing Authority shall not be held liable for any use that may be made of the information contained therein.
- 7.3 The Lead Partner undertakes to send a copy of any publicity and information material produced to the JTS, upon request. The Lead Partner furthermore



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authorizes the JTS, the Managing Authority, the Cross Border Info Point and the European Commission to use this material in order to demonstrate the Programme results.

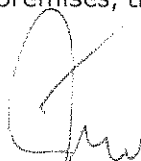
- 7.4** Any information, media appearance, or other publicity of the operation shall be communicated to the JTS for potential information and publicity activities.
- 7.5** The Managing Authority, the National Coordinators, and the Cross-border Info Point are authorised to publicise, the following information:
- the name of the Lead Partner and its partners,
 - the objectives, budget, and executive summary of the project,
 - the geographical location of the project,
 - any other information agreed with the Lead Partner.

Article 8**Modifications to the Contract**

- 8.1** Any requests for project modifications should be duly justified and addressed to the JTS.
- 8.2** The procedure for submission and approval of project modifications is fully analyzed in the Programme Manual (project modifications guidelines) as in force.

Article 9**Controls and Audit**

- 9.1** Expenditure submitted for reimbursement by the Lead Partner to the JTS must be verified by the first level controllers, according to the procedure described in the **Verification manual** as in force.
- 9.2** For control and audit purposes, the Lead Partner should retain a copy of all partners' invoices related to the expenditure and any other data/documentation in order the control/audit can verify that the conditions, foreseen in the article 16 (paragraph 2) of the regulation (EC)1828/2006, are fulfilled.
- 9.3** The Lead Partner accepts that the competent services of the European Commission, of the Member States, as well as the designated controllers/auditors will control/audit the financial management and implementation of the project through documents and on-the-spot checks.
- To this end, the Lead Partner and the project partners will:
- a. produce all documents required for the above controls/ audits,
 - b. provide and give access to all the necessary information and documents supporting an adequate audit trail,
 - c. give access to their business premises, throughout the implementation of the project



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as well as within a period of three years after the closure of the Programme.

Article 10**Assignment of rights on the Project**

- 10.1** The Managing Authority is entitled at any time to assign its rights under this contract. In case of assignment the JTS will inform the Lead Partner without delay.
- 10.2** The Lead Partner may transfer or assign to a third party rights and obligations stemming from this contract, after obtaining first the prior written consent of the Managing Authority and of the Monitoring Committee.
- 10.3** In the case of succession of the legal person of the Lead Partner, for instance because of a change of the legal form, he is obliged to transfer rights and obligations stemming from this contract to its legal successor and immediately inform in writing the Managing Authority about this.

Article 11**Intellectual Property Rights**

- 11.1** All intellectual property rights that derive from the project are vested in the partnership in their entirety. The Managing Authority reserves the right to use any of them for information and communication actions in respect of the OP. In case there are pre-existing intellectual property rights, which are made available to the project, these are fully respected.

Article 12**Termination of the Contract**

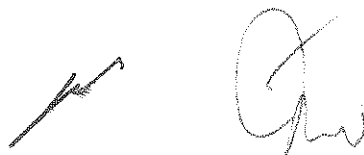
- 12.1** The Managing Authority may terminate this contract and demand the return of ERDF contribution in full or in part, without being obliged to pay damages for doing so, besides the case referred to in article 4, in the following cases:
- a. where it is proved that false, or incomplete statements were made at any time.
 - b. where it is proved that forged documents were produced at any time.
 - c. Non performance of the obligations undertaken by the Lead Partner under the contract herein, provided that such non performance is not justified and the Lead Partner, after being asked in writing to respect its obligations, fails to do so, or does not provide a satisfactory explanation within 30 calendar days from the date a written notice was delivered by the Managing Authority.
 - d. Use of all or part of the funds paid for purposes other than those envisaged in the present contract.
 - e. Transfer or concession by the Lead Partner of the entire or any part of the project



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with the exception of article 11 of the present contract.

- f. Non implementation of the provisions stipulated in this contract in respect of article 9 of the present contract.
 - g. Failure to submit the progress reports repeatedly within the reporting deadlines.
 - h. Where the Lead Partner or any of its partners is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
 - i. Where the Monitoring Committee has evidence on the Lead Partner or any of its partners or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Community's financial interests.
- 12.2** In case this contract is terminated the Managing Authority can demand the return of all or part of the amounts already paid out. The respective partners are obliged to return any amounts owed under the terms of this contract and within the deadline stipulated in the Managing Authority's decision.
- 12.3** Should the Managing Authority exercise its right to terminate the contract for justified reasons, the Lead Partner or the rest of the partners shall not be entitled to offset any amounts owed to him by the Managing Authority for any reason whatsoever.
- 12.4** Should the Managing Authority exercise its right to terminate the contract, amounts owed will incur interest calculated from the date the first payment was made to the date such amounts are actually returned. The rate of such interest shall be one-and-a-half percentage points above the rate applied by the European Central Bank in its main refinancing operations, on the first working day of the month in which the due date set by the MA falls, as specified in Commission Regulation no.1083/2006 article 102. Bank charges linked to the return of the amounts owed to the Managing Authority shall be exclusively borne by the partners.
- 12.5** In cases which are provided for under article 10.1, the MA will, as a preventive measure, suspend payments without giving prior notice.
The aforesaid provision will not bear on the applicability of other measures or fines that could be imposed under the national legislation of the Member States participating in the Programme.
- 12.6** In exceptional and properly justified cases, the Lead Partner, with the consent of the project Management Team, may terminate the contract by giving a two (2) month notice in writing to the Managing Authority. In such case, the Lead Partner and the



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other partners can request the part of the ERDF contribution corresponding to the part of the project carried out. The final decision on the matter is the responsibility of the Monitoring Committee of the Programme after the proposal of the Managing Authority. In any case the application of this clause is without prejudice to the right of the Managing Authority to apply terms under article 4.

- 12.7** On the other hand, in exceptional and properly justified cases, the Managing Authority may, after consultation with and upon the decision of the Programme's Monitoring Committee, decide to terminate the contract by giving a two (2) months notice in writing to the Lead Partner without being obliged to pay any damages for doing so. In such case, the Lead Partner is entitled to claim only the part of the ERDF contribution which corresponds to the part of the project implemented.
- 12.8** The Managing Authority reserves the right to terminate this contract if no Progress Report including expenditure has been submitted within six (6) months from its signing.

Article 13**Annexes**


Annexes are attached to this contract and the documents below will form an integral part hereof:

- Annex 1:** Project Approval (Decision of the 3rd Monitoring Committee on 15 July 2011, as communicated to the Lead Partner in the letter dated 28 September 2011)
- Annex 2:** Application Form

Article 14**Final Provisions**

- 14.1** All communication made within the framework of this contract must be addressed to the JTS of the OP, in English and in writing, stating the project's code, acronym, priority theme and title, and the number of the contract and be sent to the following address:

Ministry for Development, Competitiveness and Shipping, Greece
Joint Technical Secretariat Greece-Italy
Managing Authority of European Territorial Cooperation Programmes
65 Georgikis Scholis Ave, Thessaloniki
PC 57001 Greece
Contact Person: Karavatos Dimitris
Tel.: +30 2310 469614
Fax : +30 2310 469602
E-mail: dkaravatos@mou.gr



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Web: www.interreg.gr

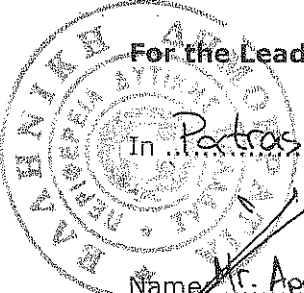
- 14.2** Should any part of this contract become null, it does not affect the contract as a whole. In case some terms of this contract are declared void, illegal or unenforceable by a competent judicial authority, the two parties agree to modify such a term or terms to reflect their intention.
- 14.3** Any modification to this contract, including its annexes, without prejudice to the provisions of article 10, must be made in writing and be subject to an addendum signed by both parties.
- 14.4** This contract is governed by Greek law and, should a dispute which cannot be settled amicably arise between the parties themselves, it will be brought before the competent courts in Athens, Greece.
- 14.5** This contract shall be communicated to Apulia Region, Mediterranean Department, 26 Via Gobetti, 70125, Bari, Italy – Ms. Simonetta Trivelli, tel. +39 080 5406478, s.trivelli@regione.puglia.it.
- 14.6** All Programme Implementation Documents referred to in this contract, will be available on the Programme's web-site. Any modifications of the above documents shall be announced in the NEWS section of the Programme's web-site.

The above was agreed between the parties and in support thereof this contract was drawn up in two copies in English (one for the MA and one for the Lead Partner) and signed as follows:

For the Lead Partner

In Patras

Name: Mr. Apostolos Katsifaras
 Title: Head of the Region of Western Greece



For the Managing Authority

In Thessaloniki

Name: Mr. George Emmanuel
 Title: Head of the Managing Authority

