

# Annex 11

**FSC 14-20: PATTO PER LA PUGLIA**

Actions for the enhancement and protection of cultural and intangible heritage.

**APULIA DEVELOPMENT FILM FUND 2019**

**AGREEMENT REGULATING THE RELATIONSHIP BETWEEN**

**THE APULIA FILM COMMISSION FOUNDATION AND**

FOR THE IMPLEMENTATION OF THE AUDIOVISUAL WORK

“ ”

**CUP**

***(Unique Code of Project)***



# ART. 1

**(Abstract)**

1. The relationship between the Apulia Film Commission Foundation (hereinafter referred to as “AFC”) and (hereinafter referred to as “Beneficiary”) are regulated in this Agreement, as reported in the following articles, as well as in the Public Notice “Apulia Film Fund 2019” (hereinafter referred to as “Notice”).
2. The Beneficiary is responsible for the development of the audiovisual work called “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_” directed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ financed with EUR as stated in Executive Determination N. of .
3. The amount of the financing approved when proceeding to the granting of the subsidy is determined with reference to the relevant eligible expenses deemed to be reimbursable at the time of project evaluation and:
	1. constitutes the maximum amount that may be granted to the Beneficiary;
	2. any increase in the expenditure will not result in any case in an increase in the amount of the subsidy;
	3. may be reduced following the analysis of the report and the verification of eligible expenses, as regulated in the following articles.

# ART. 2

**(First Obligations of the Beneficiary)**

1. The Beneficiary is bound to send the Agreement, duly digitally signed by the legal representative, within 10 days from the date of receipt, by means of CEM, to: funding@pec.apuliafilmcommission.it.
2. In the event that the Beneficiary does not fulfill the relevant obligations within the deadline referred to in paragraph 1, the AFC will provide for the revocation of the subsidy, unless justified delay is communicated by the Beneficiary, within the same period referred to in paragraph 1.

The Beneficiary undertakes:

# ART. 3

**(Obligations of the Beneficiary)**

1. To send the agreement duly signed by the legal representative of the beneficiary company, within 10 days of receipt;
2. To transfer 10% of the royalty rights to the AFC, which will be automatically released if the project enters the processing phase in Puglia or 3 years after the completion of subsidized investments. Completion date means the date relative to the last eligible expense item;
3. To allocate at least 60% of the amount of the subsidy to the remuneration of the authors (with the exception of the authors of literary work subject to film / television adaptation) and of the creative personnel;
4. To set, in whole or predominantly in Puglia, the projects to be financed, pursuant to art. 1 paragraph 4 of this Notice;
5. To deliver a status report on operations in the form of a self-declaration within six months from the date of the final disbursement of the subsidy;
6. To organize at least one follow-up meeting with the AFC Offices, no later than six months from the date of the final disbursement of the subsidy;
7. To assign to the project a unique identification code, such as ISAN or EIDR, prior to its delivery, as provided by art. 10 of this Notice;
8. To apply or enforce with regard to employees or, in the case of cooperatives, working associates, the national and territorial collective agreements of the sector to which they belong, stipulated by the trade unions of such employees and employer’s organizations, which are comparatively the most representative organizations at national level;



1. To implement current regulations relating to social security assistance and insurance throughout the contractual relationship with the AFC, namely from the date of submission of the application to the date of subsidy disbursement and payment;
2. To comply with Law N. 136/2010 “Extraordinary plan against Mafia and Anti-Mafia legislation Proxy to the Government”;
3. To comply with Law N. 633 of 22/04/1941 regarding copyright, as well as any other legislation applicable to intellectual property;
4. To comply with the prohibition of dual financing of activities;
5. To comply with the rules regarding the eligibility of expenditure;
6. To be available for any request to examine all information, data, certifications or statements, even those issued by suppliers, up to 5 years from the completion date of the disbursement;
7. To retain and make available documentation relating to financial transactions, up to 5 years from the completion of the disbursement;
8. To comply with reporting procedures and deadlines;
9. To store all accounting documents in the company’s legal office, in compliance with civil, fiscal and tax regulations, for the stipulated period according to the aforementioned legislation;
10. To comply with the timetable’s start and end dates, as indicated by the submission of the subsidy application, except for the transmission of timely communications to the AFC;
11. To give written notice to the Sole Procedure Manager, within 10 days after the occurrence of any one of the following situations:
	1. liquidation or sale of the company;
	2. declaration of bankruptcy, compulsory liquidation, arrangements with creditors, or proceedings initiated for the declaration of any of the above stated situations;
	3. delivery of a judgment having the force of res judicata; issue of a criminal prosecution decree having become irrevocable or delivery of a judgment applying a penalty according to art. 444 of the Code of Criminal Procedure, for serious offenses against the State or the EU affecting the professional conduct and, in particular, pursuant to art. 45 of EC Directive N. 18/2004, for: participation in a criminal organization, corruption or financial fraud against the EU or for money laundering;
12. To apply to the projects in accordance with Annex XII of EU Reg. N. 1303/13 and art. 4 of EU Reg. N. 821/14, the heading **“With the contribution of [LOGO European Union] [LOGO Development and Cohesion Fund** 2014-2020] [LOGO Puglia Region] and [LOGO Apulia Film Commission Foundation]”;
13. To apply the requested logos in the opening credits, or alternatively, on the first page of the closing credits and in any informational, advertising and promotional documents about the work, in accordance with Annex XII of EU Reg. N. 1303/13 and art. 4 of EU Reg. N. 821/14, with the heading **“With the contribution of [LOGO European Union] [LOGO Development and Cohesion Fund** 2014-2020] [LOGO Puglia Region] and [LOGO Apulia Film Commission Foundation]” and also sending to the AFC the preview of the film titles in .jpeg or .pdf format, before finalizing or duplicating the final work, under penalty of non-disbursement of the subsidy;
14. To retain subsidized intangible assets for at least 3 years from the completion date of the subsidized investments. Completion date refers to the relevant date of the last eligible expense item.



# ART. 4

**(Eligible expenses)**

1. Only expenses exclusively related to the development and pre-production phases of the audiovisual work, effectively incurred and paid by the beneficiary company, from the starting date of the publication of this Notice, are considered eligible.
2. For the purposes of calculating payable aid, equal to the partial reimbursement of costs related to the development and pre-production phases, 70% of the costs summarized below and detailed in Annex 1 are considered to be reimbursable:
	1. expenses in favor of authors and creative artists; expenses for the purchase of rights are eligible up to 20% of the total subsidy granted;
	2. expenses for location scouting, on-site inspections and research carried out in the Apulian territory;
	3. expenses for participation in training courses co-financed by the Sub-program Media – Creative Europe (available at the URL: creative-europe-media.eu/trainings/courses), whereby the specific project candidate for the subsidy of this Notice was selected;
	4. expenses for participation in co-production forums and international markets as per Table 7 of the MiBACT Ministerial Decree of 31 July 2017, whereby the specific project candidate for the subsidy of this Notice was selected.
3. These expenses, accompanied by documentary proof, shall be eligible for reimbursement:
	1. taxable amount of the invoices;
	2. net payroll or receipt (in the case of transfer of rights) of any tax, social security and welfare charges, both for the company and for the worker;
4. In the case of services rendered by consulting specialists, they must be performed by VAT holders.
5. The following expenses are not eligible in any case:
	1. expenses related to the purchase of used machinery and equipment;
	2. purchases settled in cash;
	3. expenses incurred by bank accounts not listed in Annex 2a;
	4. expenses related to VAT, except in cases where VAT is not recoverable under national legislation;
	5. expenses related to goods and services not directly operational to the project for what subsidy is requested;
	6. expenses related to services for copyright transfer, if not regulated in accordance with article 2575 and following of the Civil Code, as well as with publishing laws, Law 633/1941, Community Directives and Law 128/2004;
	7. expenses incurred by way of contributions paid in kind;
	8. expenses incurred in favor of companies “affiliated” or “associated” with the beneficiary company, as defined by the European Community (Recommendation 2003/361/EC of the European Commission of 6 May 2003 and subsequent amendments and additions);
	9. expenses incurred before the publication date of this Notice;
	10. expenses related to services and supplies of goods and services from third parties, financing the audiovisual work or, in general, from third parties who are in situations of joint interest with the Beneficiary of the subsidy;
	11. interest payable, production payment (producer’s fee) and general overhead costs;
	12. expenses below 100.00 euros (excluding VAT);
6. The amount of the subsidy approved is determined by reference to the relevant eligible expenses; any increase in the expenditure will not result in any case in an increase in the amount of the subsidy.
7. The amount of the subsidy granted is recalculated at the time of balance payment, on the basis of the eligible expenses actually recognized.

# ART. 5

**(Expense Report)**



1. For the recognition of the expenses, the following documentation must be enclosed:
	1. certification issued by the legal representative of the Beneficiary, in accordance with Annex 8, where it is reported, inter alia, that:
		* all regional and national legal requirements, in particular with reference to fiscal regulations, have been duly fulfilled;
		* all provisions and European regulations have been respected including, e.g. obligations related to traceability of financial flows, information and publicity, contracts of employment and workplace safety, environmental impact, equal opportunities and inclusion of disabled people in society;
		* the expenses incurred are eligible, relevant and adequate, and have been carried out within the terms and according to the eligibility requirements laid down by the Agreement of the Notice;
		* reductions and/or VAT deductions on the expenses incurred have not been obtained (or if they have been obtained, on which expenses and to what extent);
		* additional reimbursements, contributions and additions from other entities, public or private, national, regional, provincial and/or community have not been obtained or requested (or if they have been obtained, details relating to the type and the extent thereof shall be provided).
	2. self-certification on the cumulation of aid related to any other de minimis aid received during the previous two financial years as well as in the current financial year (Annex 2c).
	3. detailed report on development and pre-production activities, complete with timetable.
	4. cost production estimate with the so-called “above the line” and “below the line” costs, clearly highlighting expenses to be incurred in Puglia. In the case of a serial project, this refers to any related category and includes the total cost of episodes, the specification of the unit cost per episode and the expenses to be incurred in Puglia.
	5. financial plan (Annex 5).
	6. list of authors.
	7. list of suppliers.
	8. complete list of locations, clearly highlighting locations in Puglia.
	9. According to the categories:
2. CINEMA category: final screenplay, clearly highlighting the scenes set in Puglia;
3. TV SERIES category: series’ script, clearly highlighting the scenes set in Puglia;
4. DOC category: treatment, clearly highlighting the scenes set in Puglia, and research dossier;
5. ANIMATION category: in the case of an animated feature film project, bible, clearly highlighting the scenes set in Puglia, and teaser; in the case of an animated series project, bible, clearly highlighting the scenes set in Puglia, and videoboard of the pilot episode.
	1. ISAN or EIDR codification of the audiovisual work.
	2. Detailed expense report pursuant to Annex 6, transmitted by CEM in excel format, digitally signed by the legal representative.
	3. Affidavit of an accountant or statutory auditor/auditing firm, enrolled in the Register pursuant to Legislative Decree N. 39/2010 and subsequent amendments, drawn up in accordance with Annex 6, which certifies that the detailed report has been prepared according to Annex 7 of the Notice.



* 1. Certified copies of originals, under the conditions laid down in the attachment section “Reporting” of the following:
		+ invoices of suppliers with relative payment statement (copy of the wire transfer, proof of debit featured in the bank account, etc.);
		+ payrolls or invoices of professional workers under regular contract along with relative payment statement (copy of the wire transfer, proof of debit featured in the bank account, etc.);
		+ any other supporting documentation along with relative payment statement (copy of the wire transfer, proof of debit featured in the bank account, etc.);
		+ where applicable, legally binding acts (contracts, agreements, letters of appointment etc.) clearly highlighting the subject of the service or supply, its amount, the terms of delivery as well as the method of payment.
1. For the purposes of expense recognition, the expenses must:
	1. be effectively incurred and paid by the first day following the publication date of this Notice;
	2. be clearly and closely related to the eligible project, in accordance with the Notice;
	3. have actually been incurred and justified by invoices or accounting documents of equivalent probative value;
	4. be in good standing from the perspective of civil and tax legislation;
	5. be recorded and clearly identifiable with a separate accounting system or adequate accounting codification (containing the transaction date, type and details of receipts, and method of payment), which allows to distinguish them from other accounting operations, without prejudice to national accounting rules;
	6. be paid in accordance with the regulations establishing the traceability of financial flows (Art. 3 of Law N. 136/2010, as amended by Law N. 217/2010); with payment instruments that will report the Unique Code of Project (CUP) provided by the AFC; accounted expenses incurred by any other form of payment, other than those specified, will be considered ineligible.
2. All the expense items reported must be presented in certified copy of the original and bear the following wording:

Expense incurred with the contribution of FSC 2014-2020 – Patto per la Puglia.

**Public Notice APULIA DEVELOPMENT FILM FUND** *[Name of audiovisual work, as called in Art. 1]*

reported for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_euros

CUP\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The documentation of the expense incurred is represented by the account receipt of wire transfer or other bank document, whose underlying financial operation is properly documented, indicating the CUP as well as details of the fiscally valid expense document to which the payment relates. Payments made in non-conformity with the provisions of Law N. 136/2010 and subsequent amendments shall not be considered valid, and therefore not be considered relevant to the expense report.
2. The documentation of the expense incurred should refer to the paid service; payments made on the basis of pro forma invoices or expense items, which have been deemed invalid following proper verification, are not considered valid.
3. Any ineligible expense is charged to the Beneficiary.
4. At each procedural phase, verifications and inspections may be arranged by persons in charge of the AFC or by relevant institutions for the implementation of operations eligible for subsidy.
5. The AFC will examine the request for subsidy payment and attached reporting documentations within 60 days of receipt, on the basis of documentation checks and/or inspections at the headquarters of the beneficiary company.



1. During the course of the inspections, the following will be verified:
	1. Proof of administrative documentation relating to the transaction, which demonstrates proper financing applicable under the Program and justifies the right for subsidy payment;
	2. thoroughness and consistency of the reimbursement request and of the supporting documentation for expenses incurred (including invoices or equivalent accounting documentation) in compliance with Community, national and regional legislation applicable to the Program, to the Notice and to the financed operation;
	3. thoroughness of supporting documentation for expenses incurred from a regulatory point of view;
	4. eligibility of expenditure, as incurred in the period permitted by this Notice;
	5. consistency and eligibility of expenditure, as they relate to the types of expenses jointly permitted by national and community legislation, by the Program and by the Notice;
	6. traceability of expenditure, incurred and reported precisely by the Beneficiary who requests subsidy disbursement, as well as for the operation subject to the subsidy;
	7. verification of the absence of an accumulation of the requested subsidy with other non-cumulative contributions;
	8. verification of compliance with EU and national standards on State aid;
	9. verification of compliance with EU and national standards on information and publicity.
2. The AFC reserves the right to request the presentation of original expenses, as well as additions and clarifications on the activities carried out and on the reporting documentation of the presented expenses. Any additional documentation required must be sent within and no later than 20 days from the receipt of the request, otherwise the relative expense will be deemed inadmissible. The request for additional documentation suspends the deadlines for completing the verification of the documents.
3. The AFC, following the verification of the requested additions referred to in the previous paragraph, may proceed with sending the payment request (Annex 9) or rather decide on the revocation of the subsidy if one or more of the cases mentioned in art. 14 of the Notice should be detected.

# ART. 6

**(Reduction of the Subsidy)**

1. Following the report analysis and the verification of eligible expenses, the AFC will determine a reduction of the subsidy if the eligible expenses mentioned in Annex 3 of the Notice are lower than the actual eligible expenses reported.
2. The total amount of the subsidy granted is recalculated at the time of the payment balance, on the basis of eligible expenses effectively incurred, accounted for and recognized as eligible by the AFC.
3. In case of breach of aid intensity limits, pursuant to art. 7 of the Notice, the subsidy granted is subject to forfeiture or rather reduced until it reaches the maximum allowable limit.
4. The final quantification of the amount of the subsidy will be determined following final analysis of the reporting documentation and check of the expenses; the subsidy will be equal to 70% of the eligible expenses recognized by the AFC.

# ART. 7

**(Subsidy Disbursement)**

1. The subsidy granted will be paid to the Beneficiaries by the AFC:
	1. In a one-time installment (lump sum) following proper verification of the reporting documentation, pursuant to art. 10 of this Notice, by submitting a balance request according to Annex 9b.
	2. in two installments including:



* + 1. advance payment equal to 50% of the granted subsidy according to Annex 9, along with the presentation of a bank guarantee or insurance policy or a policy issued by a financial intermediary in favor of the AFC, pursuant to the payment scheme approved with Decree of Regional Council N. 1000 of 7 July 2016 (Annex 10), in an amount equal to the total amount of the advance payment required;
		2. payment of the remaining subsidy, following proper verification of the final reporting documentation, pursuant to art. 10 of this Notice, by presenting a balance request according to Annex 9b.
1. The amount of the subsidy granted is determined at the time of subsidy disbursement, on the basis of the expenses effectively recognized by the AFC, following proper verification of the final reporting documentation.
2. The process of defining total eligible expenses takes place within 90 calendar days from the date of the presentation of the payment request (Annex 9b), subject to suspensions or interruptions arranged by the offices of the AFC for clarification and/or additions. The request for additional documentation suspends the deadlines for completing the verification of the documents.
3. Disbursements will be suspended if there are unpaid invoices related to services of suppliers and /or compensation to members of the artistic and technical personnel.

# ART. 8

**(Modifications and Variations)**

1. The projects eligible for subsidy cannot be modified in progress, in terms of activities and expected results.
2. In order to maintain financing, all variations concerning the beneficiary company, the productive structure referred to in the co-production contracts and/or the relative project eligible for subsidy shall be reported in a timely manner to the AFC for prior authorization, otherwise they will not be recognized.
3. Variations concerning modifications on the part of the authors shall be communicated within 10 days to the AFC for prior authorization, otherwise they will not be recognized.
4. In the case of exceptional and unforeseeable events, the AFC has the right to proceed with the acceptance of any modification that exceeds the limits set forth in the previous paragraphs.

# ART. 9

 **(Cases of Revocation, Forfeiture, Reduction and Renouncement of the Subsidy)**

1. The subsidy granted is subject to complete revocation, with reimbursement of an amount equal to the sum of the subsidy which may have already been disbursed, increased by simple interest calculated at the legal rate for the period between the date of disbursement and the date of revocation, in one or more of the cases listed below:
	1. If the project, having entered the processing phase, is carried out outside the territory of the Puglia Region;
	2. if the projects are not considered to be set in whole or predominately in Puglia, following their verification performed by the offices of the AFC, according to art. 1 paragraph 4;
	3. in case of granted and/or disbursed subsidy, on the basis of either false or reticent data and information as well as misrepresentations;
	4. in case of initiation of bankruptcy proceedings, dissolution of the company, liquidation, controlled or extraordinary administration, compulsory administrative liquidation, composition with creditors without business continuity or debt restructuring plan;
	5. in case of serious breaches of obligations by the beneficiary company under art. 13 of this Notice, in the agreement and in all documentation produced as an annex to the subsidy application;



* 1. in case of serious irregularities resulting from verifications and checks carried out, or in the case of being prevented from carrying out control and monitoring activities under art. 16 of this Notice.
1. The applicant is considered excluded from the proceeding or lapsed from any subsidy granted, with reimbursement of an amount equal to the sum of the subsidy, which may have already been disbursed, increased by simple interest calculated at the legal rate for the period between the date of disbursement and the date of revocation, in one or more of the cases listed below:
	1. if the requirements are not met at the time of the signing of the agreement or in the case of failure to sign the same;
	2. if the requirements pursuant to art. 3 of this Notice are not met;
	3. if the deadlines referred to in art. 12 paragraph 1 of this Notice are not met, without prejudice to the effects of any extensions granted for exceptional and unforeseeable events.
2. Any delay in the repayment of the amount due will result in the application of interest on arrears, in accordance with the legal interest, increased by 100 basis points.
3. Upon the occurrence of one or more causes for revocation, the AFC, having fulfilled the procedures laid down in articles 7 and 8 of Law 241/90, will forward the final decision of the declaration of revocation and ensure the recovery of the amounts already disbursed. The applicant, either directly as a producer or indirectly as a co-producer or associate producer, may not apply to public notices of the AFC related to subsidies for audiovisual works for the following 6 years, from the dispatch date of the final decision of the revocation.
4. The amount of the subsidy is reduced at the time of the balance payment, on the basis of the eligible expenses effectively incurred, reported and recognized.
5. In case of breach of the aid intensity limits in accordance with art. 6 of this Notice, the subsidy granted is reduced until it reaches the maximum allowable limit.
6. Should liability for damage or criminal responsibility arise from the detection of the aforementioned irregularities, the AFC will fulfill every action in the appropriate offices. In order to renounce subsidy, the Beneficiary must send notice of withdrawal, digitally signed on company letterhead, by way of CEM.

# ART. 10

**(Monitoring and Supervision Procedures)**

1. The beneficiary company of the received subsidy shall make itself available, up to 5 years from the date of the last subsidized expense item, for any request for verification, information, data, documents, attestations or declarations, and where appropriate from service providers as well.
2. The AFC has the right to carry out at any time and phase of the work eligible for subsidy, evaluations and verifications for the purpose of monitoring the operation, in accordance with applicable legislations in force.
3. Further control activities may be carried out by the Puglia Region or Control Bodies operating at regional, national and EU levels.
4. In the event of on-site inspections, the beneficiary is informed of the subject and objectives of the audit by way of a specific communication signed by the General Director of the AFC, where information of the date and time of the inspection is provided.
5. At the end of the on-site inspection, the agent responsible for the inspection prepares a report of the on-site visit, which attests to the activities carried out, duly signed by this person(s) and co-signed by the person subject to the audit.
6. If, during the on-site inspection, aimed at verifying project activities and related implementation procedures, some informational or documentary deficiencies and/or anomalies emerge, the control agent highlights these discrepancies in the verification checklist and in the inspection report.
7. Consequently, the General Manager of the AFC requests the Beneficiary to provide his/her counter-arguments (or, in the case of documentary deficiencies, to remedy the situation) within 15 days and sends the documentation received to the control agent.



1. The latter, after having examined the Beneficiary’s counter-arguments, communicates the final results of the audit to the General Manager of the AFC so that he/she can take any subsequent measure.
2. If, on the basis of the additional documentation received by the Beneficiary, the irregularity can be remedied, the General Director of the AFC will inform the Beneficiary of it.
3. In the event of a decision that entails the ineligibility of certain expenses or the revocation of the activity eligible for subsidy, the General Manager of the AFC, taking into account the verification carried out, will initiate recover procedures and/or withdrawal of the subsidy.

# ART.11

**(Information and Publicity)**

1. In accordance with EU Regulation N. 679/16 and subsequent amendments, personal data collected are processed with computer tools and used as part of the process in compliance with the obligations of confidentiality. Data Owner and Manager is the Sole Procedure Manager.
2. When submitting the application, the Beneficiary accepts the publication, electronically or otherwise, of his/her identification data as well as the amount of subsidy granted under articles 26 and 27 of Legislative Decree N. 33/13 on transparency.
3. When submitting the application, the Beneficiary also accepts the publication, electronically or otherwise, of the form, the data and information required by art. 115 (1) and (2) of (EU) Regulation N. 1303/13 regarding information obligations and transparency of the beneficiaries.
4. The Beneficiary undertakes to provide all data requested by the AFC in order to allow for the communication of information to citizens through “open data” systems.
5. The right to access shall be exercised in accordance with the methods and limits set out in the aforementioned regulations, pursuant to art. 22 and following Law N. 241/90 and subsequent amendments.

# ART. 12

**(Safeguard Regulations)**

1. The AFC is not responsible for any subsequent relation with third parties due to the implementation of the project covered by this Agreement. The verifications carried out exclusively concern relations with the Beneficiary.
2. The Beneficiary accepts to assume any and all civil and criminal liability, towards anyone, arising from the investments subject to the subsidy, as well as to take on any responsibility with regard to the request and granting of all permits and certifications pursuant to current safety regulations. In this regard, the Beneficiary releases the AFC from any third-party claim in relation to contractual relationships linked to the implementation of the project.
3. For anything not expressively provided for by the preceding Articles, reference should be made to the provisions laid down by the Notice as well as to the current national, regional and community regulations.
4. The AFC reserves the right to unilaterally proceed with the integration of the present agreement with any further requirements and obligations connected to financial operations and in compliance with the relevant legislation; any modifications introduced on the basis of the present paragraph will be communicated to the Beneficiary by way of CEM.

# ART. 13

**(Duration of the Agreement)**

1. Without prejudice to the provisions of art. 14 of the Notice, this Agreement shall expire at the time of AFC’s approval of the final expense report, although the obligations pursuant to art. 15 paragraph 9 and art. 17 paragraph 2 of the Notice shall remain valid.



# ART. 14

**(General Reference to the Current Legislation and Community Provisions)**

1. For all matters not expressly provided, all applicable laws in force are referred to, as well as applicable Community-derived legislation.

# ART. 15

**(Place of Jurisdiction)**

1. The place of jurisdiction for any dispute that may arise in the interpretation or execution of this agreement is exclusively that of Bari.

# ART. 16

**(Final Provisions)**

1. The Beneficiary acknowledges that the present agreement has been extensively examined and therefore declares to be aware of all clauses and conditions and approves of them without exclusion. Therefore, acknowledgement is given for the specific approval of the clauses pursuant to art. 1341 and following of the Civil Code.
2. The Beneficiary undertakes to sign all documents that are reasonably required by the AFC to fully implement and document the provisions of this Agreement.

IN ACCEPTANCE, READ AND DIGITALLY SIGNED.

THE LEGAL REPRESENTATIVE OF THE BENEFICIARY