



**REGIONE CALABRIA  
GIUNTA REGIONALE**

**DIPARTIMENTO ECONOMIA E FINANZE**

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*Assunto il 16/12/2025*

*Numero Registro Dipartimento 974*

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**DECRETO DIRIGENZIALE**

**“Registro dei decreti dei Dirigenti della Regione Calabria”**

**N°. 19624 DEL 16/12/2025**

**Oggetto:** Approvazione contratto di supporto specialistico, a titolo gratuito, per la gestione delle linee di credito aperte con BEI

Dichiarazione di conformità della copia informatica

Il presente documento, ai sensi dell'art. 23-bis del CAD e successive modificazioni è copia conforme informatica del provvedimento originale in formato elettronico, firmato digitalmente, conservato in banca dati della Regione Calabria.

## IL DIRIGENTE GENERALE

### VISTI:

- la legge regionale del 13 maggio 1996, n. 7 e successive modifiche e integrazioni;
- il decreto del Presidente della Giunta regionale n. 354 del 24 giugno 1999 relativo alla separazione dell'attività amministrativa di indirizzo e di controllo da quella gestionale, per come modificato ed integrato con il decreto del Presidente della Giunta regionale n. 206 del 5 dicembre 2000;
- la Legge regionale n. 7 del 13/05/1996 che detta norme sull'ordinamento della struttura organizzativa della Giunta Regionale e sulla dirigenza regionale;
- il Regolamento n. 12/2022 s.m.i. di organizzazione delle Strutture della Giunta Regionale;
- il Regolamento n. 1/2023 s.m.i. avente ad oggetto “Regolamento delle procedure di controllo interno in attuazione dell’articolo 4, comma 7 e dell’articolo 9 della legge regionale 1 dicembre 2022, n. 42 (Riordino del sistema di controlli interni e istituzione dell’Organismo regionale per i controlli di legalità)”;
- la delibera di Giunta regionale n. 25 del 27.01.2025 recante “Autorizzazione alla apertura di due linee di credito e alla stipula dei successivi contratti di prestito con la Banca europea per gli investimenti (BEI) a copertura della quota regionale per il finanziamento di spese di investimento nell’ambito del P.R. Calabria FESR 2021-2027, del P.O. FEAMPA 2021-2027, del C.S.R. per lo Sviluppo Rurale della PAC 2023-2027, del P.O.C. di Azione e Coesione 2014-2020 e del P.S.R. 2014-2022. Art. 4 della legge regionale 27 dicembre 2023, n. 57 e art. 8 della legge regionale 25 ottobre 2024, n. 35.”
- la Delibera di Giunta Regionale n. 616 del 28.12.2021 di individuazione del Dott. Filippo De Cello quale Dirigente Generale del Dipartimento “Economia e Finanze”;
- il Decreto del Presidente della Giunta Regionale 247 del 29.12.2021 di conferimento dell’incarico al Dott. Filippo De Cello di Dirigente Generale del Dipartimento “Economia e Finanze”;
- la Delibera di Giunta regionale n. 298 del 23.06.2023 di trattenimento in servizio ex art.1, comma 1 quater, del D.L. n. 44/2023 convertito, con modificazioni, nella legge 21 giugno 2023, n.74, del dott. Filippo De Cello;

### PREMESSO che:

- con l’art. 4 della legge regionale 27 dicembre 2023, n. 57 recante “Bilancio di previsione finanziario della Regione Calabria per gli anni 2024 – 2026”:
  - è stata disposta la copertura finanziaria degli oneri derivanti dalla realizzazione degli interventi afferenti il Programma Regionale Calabria FESR 2021-2027, il Programma Operativo FEAMPA 2021-2027, il Complemento Strategico regionale per lo Sviluppo Rurale della PAC 2023-2027 e il Programma Operativo Complementare di Azione e Coesione 2014-2020, per come rimodulato con Delibera CIPESS n. 14 del 20 luglio 2023, con risorse proprie regionali derivanti dal ricorso all’indebitamento attuato ai sensi dell’art. 3, comma 16, della legge 24 dicembre 2003, n. 350, dell’art. 62 del decreto legislativo 23 giugno 2011, n. 118, e degli art. 9 e 10 della legge 24 dicembre 2012, n. 243;
  - la Giunta regionale è stata autorizzata a ricorrere all’indebitamento, con oneri a carico del bilancio regionale, per un importo massimo complessivo di 270.076.611,15 euro nel periodo 2024-2029, al fine di garantire la copertura della quota regionale di cofinanziamento dei suddetti Programmi;
- con l’art. 8 della legge regionale 25 ottobre 2024, n. 35 recante “Assestamento del bilancio di previsione della Regione Calabria per gli anni 2024-2026” per effetto di quanto disposto dal Regolamento UE 2020/2220 del 23 dicembre 2020, dal Capo I, dalla Delibera del Consiglio dei Ministri del 17 giugno 2021 e dalla Decisione della Commissione Europea del 22 novembre 2021 C(2021) 8549 *final* in merito alla estensione al biennio successivo del Programma di Sviluppo Rurale 2014-2020 (FEASR) della Regione Calabria, l’indebitamento complessivo, con oneri a carico del bilancio regionale, autorizzato ai sensi dell’articolo 4 della L.R. 57/2023, è stato incrementato di 35.689.617,18 euro al fine di garantire la copertura della quota regionale di cofinanziamento degli investimenti previsti nelle annualità 2024 e 2025 nell’ambito del Programma su richiamato;
- con delibera di Giunta regionale n. 25 del 27.01.2025 si è deliberato di procedere al perfezionamento con la Banca europea per gli investimenti (BEI) dell’apertura di due linee di credito per l’importo complessivo di euro 305.766.228,33 per la copertura della quota regionale per il finanziamento di spese di investimento nell’ambito del Programma Regionale Calabria FESR 2021-2027, del Programma Operativo FEAMPA 2021-2027, del Complemento Strategico

regionale per lo Sviluppo Rurale della PAC 2023-2027, del Programma Operativo Complementare di Azione e Coesione 2014-2020 (per come rimodulato con Delibera CIPESS n. 14 del 20 luglio 2023) e del Programma di Sviluppo Rurale 2014-2020 (per come esteso dal Regolamento UE 2020/2220 del 23 dicembre 2020, dal Capo I, dalla Delibera del Consiglio dei Ministri del 17 giugno 2021 e dalla Decisione della Commissione Europea del 22 novembre 2021 C(2021) 8549 final);

- in esecuzione della detta delibera 25/2025 sono stati stipulati i relativi contratti repertoriati ai nn. 13 e 14 del 30.01.2025;
- con nota assunta al prot. 968149 del 16.12.2025, la BEI ha proposto al Dipartimento Economia e finanze un servizio di supporto specialistico, a titolo gratuito, nella gestione dei detti contratti come da schema allegato al presente provvedimento a costituirne parte integrante e sostanziale;

**RITENUTO** di aderire alla proposta di BEI al fine di ottimizzare la gestione delle menzionate linee di credito;

**ATTESO** che nei richiamati contratti di prestito, conformemente a quanto disposto con la citata DGR n. 25/2025, è individuata, in accordo con la controparte, la dott.ssa Rosanna Giuliani, funzionario del Dipartimento Economia e finanze, quale referente tecnico dei contratti a diretto supporto del Dirigente generale per la sua attività di responsabile (individuato dalla G.R.) della supervisione del Progetto, della gestione delle Richieste di Allocazione, del prot. 968149/2025 monitoraggio di rapporti relativi al Progetto, che conseguentemente assume il ruolo di responsabile del presente procedimento;

**Su proposta** del responsabile del procedimento, che, sulla scorta dell'istruttoria effettuata, attesta la regolarità amministrativa, nonché la legittimità e correttezza del presente atto;

#### **DECRETA**

Per le motivazioni espresse in premessa che qui si intendono integralmente riportate, di:

1. **approvare** lo schema di contratto trasmesso da BEI con nota acquisita al prot. 968149/2025 e allegato al presente atto a costituirne parte integrante e sostanziale;
2. **procedere** alla stipula del detto contratto a cura del Dirigente generale del Dipartimento Economia e finanze, già nominato con DGR 25/2025 referente unico nei confronti della Banca per le questioni operative relative alle linee di credito e responsabile della supervisione del Progetto, della gestione delle Richieste di Allocazione, del monitoraggio di rapporti relativi al Progetto;
3. **provvedere** a cura del Dipartimento Economia e Finanze alla pubblicazione del provvedimento sul BURC ai sensi della legge regionale 6 aprile 2011, n.11, e nel rispetto del Regolamento UE 2016/679;
4. **disporre** che il presente decreto sia pubblicato sul sito istituzionale della Regione Calabria a cura del Dirigente Generale del Dipartimento proponente, ai sensi del Decreto Legislativo 24 marzo 2013, n. 33 e nel rispetto del Regolamento UE 2016/679;
5. **dare atto** che avverso il presente provvedimento è ammesso ricorso al Tribunale Amministrativo Regionale da proporsi entro il termine di 60 giorni, ovvero ricorso straordinario al Presidente della Repubblica, da proporsi entro 120 giorni.

Sottoscritta dal Responsabile del Procedimento

**Rosanna Giuliani**  
(con firma digitale)

Sottoscritta dal Dirigente Generale

**Filippo De Cello**  
(con firma digitale)



Европейска инвестиционна банка  
Evropská investiční banka  
Den Europæiske Investeringsbank  
Europäische Investitionsbank  
Euroopa Investeeringispank  
Ευρωπαϊκή Τράπεζα Επενδύσεων  
European Investment Bank  
Banco Europeo de Inversiones  
Banque européenne d'investissement  
An Bain Eorpach Infeisteiochta  
Europska Investicijnska banka  
Banca europea per gli investimenti

Eiropas Investīciju banka  
Europos investīciju bankas  
Európai Beruházási Bank  
Bank Ewropew tal-Investiment  
Europese Investeringssbank  
Europejski Bank Inwestycyjny  
Banco Europeu de Investimento  
Banca Europeană de Investiții  
Európska investičná banka  
Evropska investicijnska banka  
Euroopan investointibankki  
Europeiska investeringsbanken

**Regione Calabria**

Direzione Generale - Dipartimento Bilancio, Finanze e Patrimonio  
Viale Europa  
88100 Catanzaro, CZ  
Italy

EXP BEI - EIB  
A 010116 12.DEC 25

**For the attention of: Mr Filippo De Cello, Director General**

**By DHL**

Luxembourg, 10 December 2025

JU/OPS-POL/DMTA/2025-14822/JC/cp

**Subject:** InvestEU Advisory Hub – ASApp no. AA-012904 (Regione Calabria - Support for Project Implementation Unit).

Advisory services to be provided by the European Investment Bank (the “**Bank**”) to the Regione Calabria pursuant to the InvestEU Advisory Hub (the “**InvestEU Advisory Hub**”)

Dear Mr De Cello,

In accordance with Article 11(1)(d) and Article 25 of Regulation (EU) 2021/523 of the European Parliament and of the Council of 24 March 2021, establishing the InvestEU Programme and amending Regulation (EU) 2015/1017 (the “**InvestEU Regulation**”), the objective of the InvestEU Advisory Hub is to provide advisory support to public and private project promoters within the European Union for the identification, preparation, development, structuring, procuring and implementation of investment projects, and for enhancing the capacity of project promoters and financial intermediaries to implement financing and investment operations. The advice provided within the framework the InvestEU Advisory Hub can be delivered by the Bank or the Bank and the European Investment Fund (the “**EIF**”) (together, the “**EIB Group**”) experts, external providers or in collaboration with other advisory partners.

On 14 October 2025, you requested advisory support in order to assist the Region’s Project Implementation Unit (as defined in Section I of Annex 1 to the Agreement) with respect to the project’s specific objectives (the “**Project’s Specific Objectives**”) as the latter are described in Section I of Annex 1 to the Agreement.

We are pleased to confirm below the terms and conditions pursuant to which the Bank shall provide the requested services to you:

1. The advisory services (the “**Services**”), including any related deliverables to be delivered by the Bank to the entity you represent (the “**Beneficiary**”) in the framework of the InvestEU Advisory Hub, are described in Annex 1 hereto.
2. Without prejudice to the provisions included in the present letter (the “**Letter**”), the mutual rights and obligations of the Bank and the Beneficiary shall be as set forth in the General Terms and Conditions (the “**GTC**”) for Advisory Services provided by the European Investment Bank set out in Annex 2 hereto.





3. The Commencement Date for the provision of the services shall be the one indicated in point 2.2 of the GTC; the performance period shall be 30 months starting from the Commencement Date.
4. The Bank shall provide the Services to the Beneficiary free of charge. Article 4 of the GTC is not applicable.
5. For the purposes of Article 5 of the GTC, "Confidential Information" means information which is delivered to the attention of Mr. Francesco Ferrero or such other person as the Bank shall have most recently notified for this purpose. Information on the personal data processing operation(s) performed by the Bank referred to in Article 15 of the GTC can be accessed here: <https://www.eib.org/en/privacy/lending.htm>.
6. For the purposes of Article 10.2 of the GTC, all notices and correspondence in relation to the Services shall be sent to the following addresses:

For the Bank:

European Investment Bank  
98-100, Boulevard Konrad Adenauer  
L-2950 Luxembourg  
Attention: Head of Division, Mr. Julien Chebbo  
e-mail: EIB-Advisory-Public@eib.org

For the Beneficiary:

Regione Calabria  
Viale Europa, 88100 Catanzaro  
Attention: Dirigente generale del Dipartimento Bilancio,  
Finanze e Patrimonio,  
dott. Filippo De Cello  
Tel: +39 0961 856200  
e-mail: dipartimento.bilancio@pec.regione.calabria.it

7. This Letter, including its Annexes, shall be read and construed as one document and shall constitute a binding agreement between the Bank and the Beneficiary (the "**Agreement**"). In the event of any ambiguities, conflicts or inconsistencies between or among any of the provisions of the Letter, including its Annexes, the following order of priority shall apply:
  - Paragraphs 1 to 8 of this Letter;
  - Annex 2; and
  - Annex 1.
8. If any provision or part of a provision of this Agreement is found by a court to be void or unenforceable, that provision or part of a provision is to be deemed deleted from this Agreement and the remaining provisions to continue in full force and effect. The Bank and the Beneficiary shall in this event seek to agree upon a valid and enforceable provision or part of a provision to replace the provision or part of the provision found to be void and unenforceable.





We kindly ask you to indicate your acceptance of the present Letter and its Annexes **by initialling each page, including the Annexes, and signing this Letter and inserting the date of signature.** Please also return **two** original sets to the Bank to the following address:

Jonathan Collins  
Legal Department  
**European Investment Bank**  
98-100, Bd. Konrad Adenauer  
L-2950 Luxembourg

Yours faithfully,

**EUROPEAN INVESTMENT BANK**

Julien Chebbo  
Head of Division  
Operations Department

Martin Vatter  
Managerial Adviser and Head of Unit  
Legal Department

Agreed and accepted for and on behalf of  
**REGIONE CALABRIA**

Filippo De Cello  
Dirigente generale  
Dipartimento Bilancio, Finanze e Patrimonio

Date:

**Enclosures:**

- Annex 1: Description of Services  
Annex 2: General Terms and Conditions for Advisory Services provided by the European Investment Bank



Annex 1Section I**1. Project background and General Objectives**

This assignment aims to support the implementation of two EIB loans, recently approved and partially signed, to the Region of Calabria.

The EIB Framework Loans cover multiple sectors and finance the budget share of Regione Calabria's priority investments under the 2021-2027 Regional Development Programme funded by the European Regional Development Fund (ERDF) and European Social Fund+ (ESF+), as well as the 2014-2020 regional complementary programme (Piano di Azione e Coesione - PAC) funded by national resources.

The operation also supports the co-financing obligations of the Region within the following components of EU-funded programs:

- Investments for 2024–2025 under the Calabria Region's Rural Development Program 2014–2020 financed by the European Agricultural Fund for Rural Development (EAFRD);
- Investments under the National Program 2021–27 financed by the European Maritime, Fisheries and Aquaculture Fund (EMFAF).

In this context, the EIB offered to assist the Region with technical assistance to support the Project Implementation Unit ("PIU"), i.e. the point of coordination within the regional administration.

**2. Project's Specific Objectives supported by the Services**

The objective of this assignment will be to support the PIU of the Region with planning and monitoring the implementation of investments funded by EU grants and co-financed by the EIB.

Section II**3. General Description of the Services/background**

At the EIB, a team of experts will be responsible for the technical management and oversight of the advisory services. The EIB will retain external consultants (also referred as service providers) who will work directly with the Beneficiary, under the supervision of EIB experts.

**4. Description of advisory tasks to be performed under the Services provided to the Beneficiary by the Bank**

Provision of Services involves execution of the following activities:

- Supporting Programme Authorities in reviewing investment plans to build a pipeline of investment schemes eligible for EIB financing.
- Preparing a loan allocation request, including a duly filled-in allocation table/fiche.
- Checking compliance of all schemes proposed for allocation with the relevant environmental legislation, in particular the relevant national and EU legislation, mainly SEA Directive (2001/42/EC), EIA Directive (2011/92/EU, as amended by 2014/52/EU), Habitats Directive (92/43/EEC), Birds Directive (2009/147/EC), Water Framework Directive (2000/60/EC) and applicable EU and national legislation in the domain of Energy Performance of Buildings;
- Checking that obligations stemming from the Strategic Environmental Assessment on the relevant programme are fulfilled.
- In case a scheme with project costs of over EUR 40m requires an EIA and/or an appropriate assessment or equivalent, submitting to the Bank prior to allocation of the Bank's funds the full EIA report and/or appropriate assessment.
- Assessing (in view of site-specific conservation objectives) investments schemes for which a screening and/or appropriate assessment of impacts on Natura 2000 sites is carried out.
- Checking compliance of the schemes proposed for allocation with the relevant EU and national legislation on public procurement.

- Specifically for schemes under the European Maritime, Fisheries and Aquaculture Fund (EMFAF) 2021-2027 - for investment schemes co-funded by Regione Calabria under Priority 1<sup>1</sup>, supporting the Promoter in providing detailed methodology and calculations demonstrating (to the EIB's satisfaction) that fisheries are being sustainably managed for each species currently overfished and/or at risk of being overfished. This analysis can be a report / document prepared by a university / public agency / Ministry.
- Monitoring the implementation of schemes allocated ex-ante to an EIB Framework Loan and actively helping to address deviations, including requesting the cancellation of the EIB financing (re-allocation) where extant deviations (cost, timeline, environmental and social impact, procurement, etc.) are not compatible with EIB financing.
- Detecting and highlighting successful investment schemes with high potential in terms of climate adaptation, environmental sustainability (pollution prevention, biodiversity protection, water resources protection, circular economy), innovation and competitiveness, job creation and security.
- Capacity building: providing guidance, developing material/internal processes that ensure replicability, future proofing and effecting permanency of such skills.
- Detecting and highlighting best practices and supporting continuous improvement by building on successful investment schemes.
- Applying available business intelligence tools to assess the multisectoral impact of financed investments.
- Responding to potential EIB questions regarding the implementation of the operation.
- Preparing periodic reports, including updates about all allocated schemes, according to the relevant contractual obligations.

**5. Description of Deliverables as a result of the tasks listed above, indicative Timetable/Approval Process**

Deliverable	Delivery Schedule for submission	Deadline to provide comments by Beneficiary*	Deadline for final submission by EIB
Inception report	1 month after the start of assignment implementation	10 working days from the submission	10 working days from receiving the comments
Semestral Progress Reports	Every 6 months after the start of implementation	N.A.	N.A.

*\*Note: the Bank will take into account the Beneficiary's comments provided that they are justified (i.e. content is incorrect, inaccurate, incomplete, misleading, inappropriate or irrelevant). The Bank shall provide the Services under this Agreement only in accordance with its standards and based on the relevant data available. If the Beneficiary expresses no position on the deliverables within ten (10) calendar days from the submission, the deliverables are considered tacitly approved.*

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<sup>1</sup> Priority 1 - Promoting sustainable fisheries and the restoration and conservation of aquatic biological resources, Specific objective 1.1 Strengthening economically, socially and environmentally sustainable fishing activities, Action 3 - Operation 5 - Investments in physical infrastructure in existing fishing ports or in new or existing landing places of the National Operational Program funded by the European Maritime, Fisheries and Aquaculture Fund (EMFAF) 2021-2027 (CCI: 2021IT14MFPR001):

## Annex 2

### General Terms and Conditions for Advisory Services provided by the Bank

#### Article 1 – Subject

- 1.1 This Agreement sets out the terms upon which the Bank shall provide the Services to the Beneficiary. "Services" means the advisory services, including any related deliverables, to be delivered by the Bank to the Beneficiary in the framework of the InvestEU Advisory Hub, as further described in Annex 1, Section II supporting the Project's Specific Objectives.
- 1.2 The Bank and the Beneficiary (each a "Party" and together, the "Parties") acknowledge and agree that the Services are rendered to the Beneficiary independently from any assessment for potential financing to be made available to the Beneficiary by the EIB Group, and do not represent a commitment by the EIB Group, to provide such financing to the Beneficiary.

#### Article 2 – Entry into Force and Duration

- 2.1 This Agreement shall enter into force on the date of its signature by the last Party (the "Effective Date") and shall remain valid for as long as any rights, obligations or liabilities arising out of its provisions remain outstanding, unless it is otherwise terminated in accordance with the provisions of Article 9 (Amendments, Assignment, Suspension and Termination).
- 2.2 The Commencement Date shall be notified in writing to the Beneficiary by the Bank through an official letter (the "Commencement Date").

#### Article 3 – Performance of the Services

- 3.1 The Bank undertakes to use its reasonable endeavours to carry out the Services in a timely manner. The Bank shall provide the Services with the requisite professional degree of care, skill and ability it applies to the discharge of its own affairs. Without prejudice to the preceding, the Beneficiary acknowledges and accepts that the work programme and timetable set out in Annex 1 have been prepared in good faith based on information available to the Bank at the time of signature of this Agreement and that compliance with such work programme and timetable is subject to, *inter alia*:
  - a) the Beneficiary fulfilling its obligations under this Agreement in a satisfactory and timely manner, in particular by making any decisions in a timely manner and by providing, without undue delay, any information or support as specified in this Agreement or as may be reasonably requested by the Bank during the provision of the Services;
  - b) other authorities, entities or bodies in the country of establishment of the Beneficiary and/or in the country(ies) where the project is

located, whose cooperation is essential for the timely delivery of the Services, in particular those benefitting from the Services, acting in a satisfactory and timely manner when their input is required for the performance of the Services.

- 3.2 The Parties agree that the Beneficiary shall act as the main counterpart to the Bank for the purposes of this Agreement and that the Bank may, unless expressly stated otherwise, assume that any notice, approval or other communication provided by the Beneficiary to the Bank in relation to this Agreement represents the views of the Beneficiary and of any and all other entities benefitting from the Services, as these are identified in Annex 1.

- 3.3 The Bank, at its sole discretion, may commission one or more third parties including the EIF, to perform part of the Services. The Beneficiary acknowledges and accepts that the Bank shall apply its own internal procurement rules when engaging the services of such third parties. The Bank shall inform the Beneficiary on the engagement of such parties, it being understood that such commissioning by the Bank of third parties shall not create, nor be construed to create, any contractual relationship between such third party and the Beneficiary.

The Bank procures that if it commissions a third party in accordance with this Article 3, such third party shall perform the Services with reasonable skill and care.

- 3.4 The Beneficiary shall provide all reasonably necessary information and assistance, at no cost to the Bank, in order to enable the Bank (including any third party commissioned by the Bank pursuant to this Article 3), to perform the Services in accordance with the terms of this Agreement. The Beneficiary warrants and undertakes that any information provided to the Bank pursuant to this Agreement is and will be accurate and that the Bank shall be entitled to rely on such information and assistance without enquiry as to the accuracy or origin of the same.

- 3.5 Subject to the provisions of Article 5 (Confidentiality), any documents or information of which the Bank becomes aware pursuant to the performance of the Services may be shared for the purpose of performing the Services within the EIB Group and with third parties involved in the performance of the Services.

- 3.6 The Beneficiary undertakes to comply with all the laws and regulations applicable to it.

- 3.7 The Beneficiary undertakes to provide the Bank with information on the evolution of the Project's General and Specific Objectives (referred to in Annex 1), following completion of the Services. The scope of information may also relate to the nature of any funding sources that the project either benefitted, or

will benefit, from. Such request may be addressed to the Beneficiary after at least a period of twelve months starting from the date of submission of the Services' final deliverable to the Beneficiary. Following completion of the Services, the Beneficiary undertakes to complete a satisfaction survey within the deadline specified by the Bank.

- 3.8 The assignment may be selected as a success story within the framework of the InvestEU Advisory Hub, and the Beneficiary authorises the Bank and/or the European Commission to publish a summary of the project, including the name and the locality of the Beneficiary, on their respective websites or social media, subject to the provisions of Article 5 (*Confidentiality*) and Article 15 (*Personal Data*). The Beneficiary may provide adequate written justification to request that the publication be waived, for example if the publication risks harming its commercial interests or risks threatening the rights and freedoms of persons or entities as protected by the Charter of Fundamental Rights of the European Union. The Bank shall not unreasonably withhold its acceptance of such request.

#### Article 4 – Cost of Services

- 4.1 Any payments to the Bank under this Agreement shall be made using accounts acceptable to the Bank. Any account in the name of the Beneficiary held with a duly authorised financial institution in the jurisdiction where the Beneficiary has its place of residence or is incorporated is deemed acceptable to the Bank. The Beneficiary shall not fund all or part of the contribution costs under the Agreement out of proceeds derived from activities or businesses with entities or persons being the target of (a) Sanction(s), or otherwise subject of any Sanction, entities or persons in breach of (a) Sanction(s) or in any manner that would directly result in a breach by the Bank of the Sanction(s).
- 4.2 In accordance with Article 21 of the Protocol on the Privileges and Immunities of the European Union, the activities of the Bank and of its organs carried out in accordance with its Statute are not subject to any turnover tax. Pursuant to Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax (VAT), as subsequently amended, the Beneficiary understands that the contribution costs may be subject to VAT in the country of establishment of the Beneficiary and/or in the country(ies) where the project is located, and shall be fully responsible for, and shall indemnify the Bank for, and in respect of, payment of any amount made in connection with either the performance of the Services or any payment or benefit received by the Beneficiary in respect of the Services.
- 4.3 The Beneficiary shall be responsible for the payment of any taxes, social security contributions, duties, fees and other impositions of whatsoever nature, including VAT, which are due or it may incur in accordance with the laws of the country of establishment of the Beneficiary and/or the country(ies) where the project is located in connection with either the performance of

the Services or any payment or benefit received by the Beneficiary in respect of the Services.

#### Article 5 – Confidentiality

- 5.1 For the purpose of this Agreement, "Confidential Information" means information which:
- a) is furnished by the Beneficiary to the Bank for the purpose of enabling the Bank to provide Services to the Beneficiary;
  - b) is in written or other permanent (including electronic) form;
  - c) the Beneficiary has clearly and conspicuously identified as "Confidential Information";
- but excludes information which:
- d) was, at the time of its disclosure to the Bank by the Beneficiary, public knowledge or generally available to the public in written or other permanent form;
  - e) the Bank already had knowledge of at the time of receipt from the Beneficiary or which is or becomes available to the Bank, without a duty of confidentiality, from sources which, to the Bank's knowledge and belief, are under no duty of confidentiality towards the Beneficiary; or
  - f) becomes part of the public domain through no fault of the Bank.
- 5.2 The Beneficiary undertakes to designate information as "Confidential Information" only if, and to the extent that, the Beneficiary believes in good faith that such information is confidential.
- 5.3 The Bank undertakes to keep all Confidential Information confidential and not to divulge, disclose or make available any part thereof to anyone outside the Bank; for the purposes of this paragraph the term "Bank" shall include (i) the EIB Group employees, agents, directors, governing bodies, and (ii) the EIB Group professional advisers, auditors, consultants, or other service providers and parties having an analogous contractual relationship with the Bank that have undertaken towards the Bank specific confidentiality obligations or are bound by a general professional duty of confidentiality.
- 5.4 Without prejudice to the provisions of Article 5.5 below, the Bank undertakes to use any Confidential Information solely for the purposes necessary for the provision of the Services.
- 5.5 The Bank may use and/or disclose such Confidential Information as the Bank considers appropriate in each case, and shall not be in breach of its duty of confidentiality by making such use or disclosure thereof:

- a) if required by law or regulation, in accordance with any treaty, or document of similar nature binding on the Bank, obligation pursuant to any agreement to which the Bank is a party which implements such law, regulation, treaty or binding document of a similar nature or pursuant to the rules of any relevant stock exchange;
  - b) to the European Commission, the European Court of Auditors, the European Anti-Fraud Office (OLAF) and/or the European Public Prosecutor's Office (EPPO);
  - c) to Member States of the European Union (including their representatives) or committees set up by the European Commission and/or Member States under any mandate under which the Bank operates, in order to obtain any opinion, consent, or waiver required in connection with the Services;
  - d) if information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, or by any equivalent body of the European Union or of any of its Member States;
  - e) if information is required to be disclosed in connection with and for the purposes of any litigation, arbitration, administrative or other investigations, proceedings or disputes;
  - f) in order to protect its interests in the course of any legal or arbitration proceedings to which both the Beneficiary and the Bank are a party;
  - g) in accordance with the Bank's [Transparency Policy](#) and [Anti-fraud Policy](#) (as published on the Bank's website); or
  - h) with the consent of the Beneficiary.
- 5.6 The obligations undertaken by the Bank in this Article 5 shall expire on the second anniversary following the day of signature of this Agreement by the last contracting Party.
- Article 6 – Ownership of Results and Intellectual Property Rights**
- 6.1 For the purposes of this Agreement, intellectual property rights shall be understood to mean any copyright and related rights, rights in designs, database rights, rights in computer software, domain names, trademarks, service marks, patents, trade names or any applications for any of the foregoing, rights in confidential information (including know-how and trade secrets) or similar rights or obligations, whether registerable or not, moral rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world (the "Intellectual Property Rights").
- 6.2 Any pre-existing Intellectual Property Rights of any of the Parties in any reports, studies, analyses or other documents used by the Parties in connection with this Agreement will remain with that Party.
- 6.3 Subject to any pre-existing Intellectual Property Rights of any natural or legal person, including any of the Parties, the Intellectual Property Rights in new materials delivered by the Bank to the Beneficiary in the performance of this Agreement, as described in Annex 1, shall belong to and be the absolute property of the Bank.
- 6.4 Without prejudice to the provisions of Article 6.3, the Bank hereby grants to the Beneficiary a non-exclusive, royalty-free licence, for an indefinite duration, to use any new materials delivered by the Bank to the Beneficiary in the performance of this Agreement. The licence may be terminated by the Bank at any time, subject to a notice period of three (3) months.
- 6.5 The Bank shall inform the Beneficiary of the scope of Intellectual Property Rights vested with the deliverables (and any limitations in that respect) granted by a third party to the Bank pursuant to the provisions of this Article.
- 6.6 Subject to prior consent of the Bank, which consent shall not be unreasonably withheld, the Beneficiary may disclose the materials delivered in performance of this Agreement to a third party. The Beneficiary agrees, acknowledges and accepts that should a third party wish to use or rely on such materials for its own purposes, it shall ensure that such third party is informed on the Bank's proprietary rights and shall commit the third party to enter into a licence letter with the Bank. No prior licence letter shall be required if the third party is a contractor of the Beneficiary and performs services related to the present assignment on behalf and upon request of the latter.
- Article 7 – Non-Exclusivity, Conflicts of Interests, Applicable Policies and Representations**
- 7.1 The Parties acknowledge and agree that the Services are not rendered on an exclusive basis to the Beneficiary and that nothing in this Agreement shall prevent the Bank or the EIB Group from delivering similar services to other parties in any other business sector, trade, profession or occupation during the validity of this Agreement.
- 7.2 Nothing in this Agreement shall prevent the Bank or the EIB Group from continuing any existing engagements with the Beneficiary, or from acting in the future in multiple capacities in relation to the Beneficiary, including as financier, lender, equity or guarantee provider, shareholder, fund manager, agent or adviser.

- 7.3 The Bank shall manage any potential conflicts of interest issues in accordance with the Bank's internal rules and procedures regarding the management of conflicts of interest.
- 7.4 The Beneficiary shall take all necessary precautions to avoid, eliminate or address any facts or circumstances which could give rise to a conflict of interest (that is, a situation where the impartial and objective exercise of the functions of any person implementing the Services is compromised) in the execution of this Agreement.
- 7.5 The Beneficiary acknowledges that the Bank is bound by its [Code of Conduct for EIB Group Staff](#), its [Anti-Fraud Policy](#), its [Policy towards weakly-regulated, non-transparent and uncooperative jurisdictions](#), and its [Anti-Money Laundering and Combating Financing of Terrorism Policy](#) as amended and supplemented from time to time and published on the Bank's website, aiming at preventing prohibited conducts, targeted activities and other criminal activities, each as defined in the aforementioned EIB policies (the "**Offences**"). It is the common understanding of the Parties that they shall endeavour to ensure that all activities and/or operations relating to this Agreement are free from any Offences.
- 7.6 The Beneficiary represents and warrants that neither the Beneficiary, nor any other person acting on its behalf or under its control, has committed any Offences in connection with this Agreement and that to the best of its knowledge, no funds (if any) provided or used by the Beneficiary under this Agreement are of illicit origin, including products of money laundering or linked to the financing of terrorism. The Beneficiary shall promptly inform the Bank if at any time it becomes aware of the illicit origin of any such funds or of any fact or information confirming or reasonably suggesting that an Offence has occurred in connection with the Agreement.
- 7.7 The Beneficiary represents and warrants that it is not the target or otherwise subject of or in breach of any Sanction<sup>2</sup>; the Beneficiary warrants and represents that, to the best of its knowledge and belief, no Relevant Person<sup>3</sup> is the target or otherwise subject of or in breach of any Sanction. Both Parties acknowledge that the Beneficiary's representations and undertakings set out in any part of this Agreement are only sought and given to the extent that to do so is permissible pursuant to any applicable anti-boycott rule of the European Union, such as Regulation (EC) 2271/96 of 22 November 1996 protecting against the effects of the extra-territorial application of legislation adopted by a third country and actions based thereon or resulting therefrom, as amended from time to time.
- 7.8 The Beneficiary undertakes not to breach, nor cause the Bank to breach, any Sanctions and shall inform the Bank in writing as soon as possible if any sanction event occurs, that is where the Beneficiary or any Relevant Person breaches or becomes in breach of or becomes the target or otherwise the subject of a Sanction (the "**Sanction Event**"). The Beneficiary undertakes to exclude any Relevant Person affected by a Sanction Event from any activities related to the Agreement within a reasonable timeframe and keep the Bank informed. The Beneficiary undertakes not to maintain or enter into a business relationship in relation to the Services or make all or part of the proceeds of the Services under this Agreement available to or for the benefit of (directly or indirectly) any person or entity that is the target or otherwise subject to any Sanction. The Beneficiary undertakes to inform the Bank promptly about any changes affecting its ownership, control or holding interest situation that may result in a Sanction Event or cause the Bank to breach a Sanction. For the purposes of a Sanction(s), the words "control", "interest" and

<sup>2</sup> For the purposes of the Agreement, the term "**Sanction**" refers to the economic or financial sanctions laws, regulations, trade embargoes or other restrictive measures (including, in particular, but not limited to, measures related to the financing of terrorism) enacted, administered, implemented or enforced from time to time by any of the following: the United Nations, including, *inter alia*, the United Nations Security Council; the European Union including, *inter alia*, the Council of the European Union and the European Commission, and any competent bodies/institutions or agencies of the European Union; the government of the United States of America, and any department, division, agency, or office thereof, including, *inter alia*, the Office of Foreign Assets Control (OFAC) of the United States Department of the Treasury, the United States Department of State and/or the United States Department of Commerce; and the government of the United Kingdom, and any department, division, agency, office or authority, including, *inter alia*, the Office of Financial Sanctions Implementation of His Majesty's Treasury and the Department for International Trade of the United Kingdom.

<sup>3</sup> For the purposes of this Agreement, the term "**Relevant Person**" shall mean: i) For Beneficiaries with status of private entity: any member of its management bodies; or any of its employees or any other person acting on behalf of the Beneficiary or under the Beneficiary's control, having the power to give directions and exercise control with respect to the Agreement ii) For Beneficiaries with status of public entity: any official or representative, or any other person acting on its behalf or under its control, having the power to give directions and exercise control with respect to the Agreement.

- "ownership" shall be interpreted as defined by the relevant sanctions authority in relation with the relevant Sanctions. The Beneficiary shall ensure that it maintains appropriate internal controls and safeguards designed to prevent the violation of any Sanction.
- 7.9 The Beneficiary represents that, on the date of its signature of this Agreement, it is not in any of the following circumstances: been bankrupt or subject to insolvency or winding-up procedures, having its affairs administered by a liquidator or by a court, entered into 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, or been found in breach (by a final judgment or final administrative decision) of its obligations relating to the payment of taxes or social security contributions in accordance with applicable law.
- 7.10 The Beneficiary shall keep the Bank informed of any kind of advisory support or grant that the Beneficiary has benefitted, is benefitting or benefits from prior to or during the validity of this Agreement that contributes to the Project's Specific Objectives, partially or exclusively financed by EUfinanced- programmes (including EU-financed programmes implemented and available also at national level). The Beneficiary represents and warrants that any such contributions do not cover the same costs as incurred in the provision of Project's Specific Objectives.
- Article 8 – Use of Results, Liability, Force Majeure**
- 8.1 The Beneficiary is solely responsible for deciding whether to pursue or implement any proposals, studies, presentations or recommendations made by the Bank or by third parties commissioned by the Bank as part of the Services, as well as for making its own assessment on the appropriateness of the Services for the use it intends to make thereof. The Bank makes no representation and provides no warranty as to such fitness for purpose, and shall not bear any liability in that respect.
- 8.2 The Bank makes no representation or warranty as to the outcome of the advisory activities or as to the accuracy or completeness of any reports, documents or analyses prepared or delivered in connection with the performance of the Services. The Beneficiary accepts and agrees that any course of action taken or to be taken, or not taken or not to be taken by the Beneficiary will be decided upon solely by the Beneficiary based upon its own evaluation of the relevant circumstances, and that the Bank is not responsible and shall bear no liability related to any such decision of the Beneficiary. No advice provided or views expressed by the Bank shall constitute, or be construed as constituting, legal advice, including with respect to compliance with any applicable laws or regulations.
- 8.3 To the maximum extent permitted by the applicable law, the Bank shall bear no contractual liability towards the Beneficiary, its employees, agents or officers upon any claim for any special direct, indirect or incidental damage of any kind suffered or incurred by the Beneficiary, including, without limitation, economic damage or any damages resulting from loss of use, loss of business, loss of revenue, loss of profits arising in connection with this Agreement, the Bank's performance of Services or of any other obligations relating to this Agreement, unless such loss, damage or expense shall be proven to result directly from fraud, gross negligence or wilful misconduct by the Bank.
- 8.4 The Beneficiary shall indemnify and hold harmless the European Union, the Bank, their respective employees, officers, Governors, delegates, servants or agents from and against any and all losses, claims, demands, damages, liabilities of any kind or fines relating to or arising under, out of or in connection with the activities performed or Services provided pursuant to this Agreement, unless such losses, claims, demands, damages or liabilities have resulted solely from the Bank's gross negligence or wilful misconduct in the performance of the Services.
- 8.5 Force majeure shall mean any unforeseeable exceptional situation or event beyond each of the Parties' control which is not attributable to error or negligence on their part, proves insurmountable in spite of all due diligence and prevents them from fulfilling any of their obligations under the Agreement. Delays in making information, necessary for the provision of the Services, available to the Bank or financial difficulties affecting the Beneficiary may not be invoked as force majeure. A Party faced with force majeure shall inform the other Party in writing without delay stating the nature, probable duration and foreseeable effects. The Party faced with force majeure shall not be held in breach of its obligations under the Agreement if it is prevented from fulfilling them by force majeure. The Parties shall make every effort to minimize any damage due to force majeure.
- Article 9 – Amendments, Assignment, Suspension and Termination**
- 9.1 Any amendments to this Agreement must be set out in writing in a contractual amendment signed by the Parties, to become effective on the terms set out therein.
- 9.2 Changes of address or of contact details may be notified to the other Party in writing, in accordance with Article 10 (*Notices and Other Communications*).
- 9.3 A Party may not assign or transfer to a third party, or otherwise dispose of, any of its rights or obligations under this Agreement without the prior written notification to and consent of the other Party. Any change on the Beneficiary's legal form shall be communicated to the Bank within thirty (30) days after it occurs.

- 9.4 Without prejudice to the Bank's right to terminate the Agreement, the Bank may suspend the Agreement, or any part thereof, at any time, if it becomes aware of allegations suggesting the committal of (an) Offence(s) or a Sanction Event that is likely to affect the Beneficiary or the Bank. Suspension shall take effect on the day that the Beneficiary receives written notice from the Bank and shall last until the Bank notifies the Beneficiary of termination of the suspension period or termination of the Agreement.
- 9.5 Either Party may terminate this Agreement upon serving a thirty (30) calendar days' written notice to the other Party, if such Party believes that the purposes of this Agreement can no longer be effectively or appropriately carried out.
- 9.6 The Bank may terminate this Agreement with immediate effect, and without incurring any liability, by serving a written notice to the Beneficiary, if at any time:
- a) the Beneficiary is found guilty of any Offence, as defined in Article 7.5 (*Non-Exclusivity, Conflicts of Interests, Applicable Policies and Representations*);
  - b) the Beneficiary or any entity or person which directly or indirectly owns or controls or directs the Beneficiary or of which the Beneficiary acts on behalf of, or any Relevant Person is affected by the Sanction Event referred to in Article 7 (*Non-Exclusivity, Conflicts of Interests, Applicable Policies and Representations*);
  - c) the Beneficiary commits a material breach of any of its obligations undertaken through the Agreement;
  - d) the Beneficiary makes a resolution for its winding up, commences negotiations or makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or a winding-up order is made or an administrator or receiver is appointed in relation to the Beneficiary;
  - e) the Beneficiary acts in any manner which in the opinion of the Bank brings, or is likely to bring, the Bank into disrepute or is materially adverse to the interests of the Bank and the Beneficiary fails to comply with the Bank's request to cure;
  - f) the *force majeure* situation mentioned under Article 8.5. lasts for more than ninety (90) calendar days;
  - g) it becomes illegal for the Bank to continue the provision of services or fulfilment of any other obligation under this Agreement.
- 9.7 The Bank may also terminate this Agreement without incurring any liability, by serving a thirty (30) calendar days' written notice to the Beneficiary, if at any time:
- a) the Beneficiary knowingly and intentionally provides any information or document to the Bank in connection with the Services which is, or proves to have been, incorrect in any material respect; or
  - b) where the cost of the Services is expected to be covered, wholly or partially, by a third party, including the European Union, and such financing is cancelled or withdrawn by the third party or if for any reason whatsoever the InvestEU Regulation and/or the Advisory Agreement between the Bank and the European Union represented by the European Commission in respect of the InvestEU Advisory Hub are terminated or cease to be valid and in full force and effect.
- 9.8 Immediately after the notice to terminate is received, the Parties will take all appropriate steps to close in an orderly manner the on-going activities under this Agreement. Orderly manner encompasses the obligation of the Beneficiary to pay the Bank for the Services actually provided and any costs and expenses arising from such early termination, among other obligations.
- 9.9 The rights of either Party under Articles 9.4 to 9.7 are without prejudice to any other rights that the Parties may have at law to terminate this Agreement.
- 9.10 Any delay by a Party in exercising its rights to terminate the Agreement shall not constitute a waiver thereof.

#### Article 10 – Notices and Other Communications

- 10.1 Any notice given under, or in connection with, this Agreement must be in English. All other documents provided under, or in connection with, this Agreement must be in English or Italian, but if in Italian, and if so required by the Bank, accompanied by its translation into English and, in this case, the English translation shall prevail unless the document is a constitutional, statutory or other similar official document.
- 10.2 Except for notices relating to litigation whether pending or threatened, which shall be served at the addresses specified in the Letter according to the applicable procedural rules, all notices and correspondence in relation to this Agreement and the Services shall be sent by post, or, to the extent agreed by the Parties in writing, by e-mail or other means of electronic communication, to the addresses indicated in the Letter.
- 10.3 Any change made to the communication details shall have effect only after it has been notified in writing, in paper or electronic form, to the other Party at the above addresses.
- 10.4 Notices and other communications are deemed to have been made when they are received by the receiving Party.

### Article 11 – Status

- 11.1 Nothing in this Agreement will create, or be construed as creating, a partnership or joint venture, agency, lawyer-client or similar relationship between the Parties nor authorise any Party to make any statements or enter into any agreement on behalf of any other Party, except as expressly set out in this Agreement.
- 11.2 The Bank does not owe the Beneficiary any fiduciary duty.

### Article 12 – Governing Law and Dispute Settlement

- 12.1 This Agreement and its formation, construction and validity will be governed by the general principles of European Union law common to the Member States, as interpreted by the Court of Justice of the European Union.
- 12.2 The Parties shall endeavour to settle amicably any dispute arising between them out of, or in connection with, this Agreement or its subject matter or formation (including non-contractual disputes or claims). If no amicable agreement is reached within sixty (60) calendar days from the notification of such dispute or complaint from one Party to the other, in accordance with Article 10 (*Notices and other Communications*), all disputes concerning this Agreement shall be submitted to the exclusive jurisdiction of the Court of Justice of the European Union.

### Article 13 – Evaluations

Without prejudice to confidentiality obligations assumed by the Bank, in case the Bank or the European Commission carries out an evaluation or a monitoring mission related to the Services provided under this Agreement, the Beneficiary undertakes to provide to the Bank or the European Commission or third parties authorised by them, any document or information, or grant the necessary access rights, which will assist them in performing the evaluation or monitoring mission.

### Article 14 – Visibility

The Beneficiary undertakes to acknowledge, in any information given to the press or to any third parties, related publicity material, official notices, reports or publications, the fact that the Services were provided benefiting from the support of the European Union, and if applicable of the Bank, in the framework of the InvestEU Advisory Hub. To this effect, the Bank shall make available to the Beneficiary any logos or other visibility tools to be applied in respect of the InvestEU Advisory Hub.

### Article 15 – Personal Data

The Parties mutually agree that each of them acts as independent controller with regard to any personal data

processing operation it performs in implementation or in relation to the Agreement. As such, the Parties have to comply with the obligations set forth by the data protection legislation applicable to their operation. Specifically, if the provision of the Services under this Agreement involves processing of personal data by the Beneficiary, the Beneficiary shall do so in accordance with the provisions of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC. If the provision of Services under this Agreement involves processing of personal data by the Bank, the Bank shall do so in accordance with the provisions of Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC. For the Bank, the terms "controller" and "personal data" have the meaning defined in Article 3 of the above-mentioned Regulation. The privacy statement informing about the Bank's personal data processing operations can be accessed via the following link which is published on the Bank's website: <https://www.eib.org/en/privacy/lending.htm>. The Beneficiary undertakes to pass this information on to data subjects whose personal data can be processed by the Bank in implementation of the Services.

### Article 16 – Audits

- 16.1 The Beneficiary acknowledges and agrees that, given the status of the Bank as a body of the European Union, national audit authorities do not enjoy any auditing rights and the Bank is only subject to audit verification (including on-the-spot-visits) performed directly by the European Court of Auditors in accordance with Article 287(3) of the TFEU and the Tripartite Agreement entered into between the European Court of Auditors, the European Commission and the Bank, mentioned in Article 287(3) of the TFEU.
- 16.2 The Beneficiary shall allow the Bank, the European Court of Auditors, the European Commission, the European Anti-Fraud Office (OLAF), the European Public Prosecutor's Office (EPPO), and any third party authorised by any of the preceding, to carry out audits and controls, including on-the-spot checks and inspections, in relation to the Beneficiary and to request information from the Beneficiary in respect of this Agreement and its execution. These verifications may take place up to five (5) years after the finalisation of the Services, and the Beneficiary shall keep records of this Agreement and its execution during this period.

