Form No. 1

**APPLICATION FORM**

|  |
| --- |
| **APPLICANT** |
| **Name of the company** |  |
| **Address** |  |
| **Post code**  |  |
| **Town** |  |
| **Country** |  |
| **ID for VAT**  |  |
| **Registration no.**  |  |
| **Phone** |  |
| **E-mail** |  |
| **Website** |  |
| **The applicant's responsible person** | Name and surname | E-mail |
| **Contact person**  | Name and surname | Phone | E-mail |
| **Bank data**  |
| **Bank name** |  |
| **Address** |  |
| **Post code**  |  |
| **Town** |  |
| **Country** |  |
| **Account number**  |  |
| **IBAN** |  |
| **BIC/SWIFT code of the bank**  |  |
| **Account holder** |  |

|  |
| --- |
| **AUTHORISED PERSON/SUBSIDIARY IN THE REPUBLIC OF SLOVENIA** |
| **Title or name of the authorised person or subsidiary** |  |
| **Address** |  |
| **Post code**  |  |
| **Town** |  |
| **Phone** |  |
| **E-mail** |  |
| **Contact person**  | Name and surname | Phone | E-mail |

|  |  |  |
| --- | --- | --- |
| **Date:** | **Stamp:** | **Signature of the applicant's responsible person:**  |

 Form No. 2

**STATEMENT ON AGREEING WITH THE TERMS OF REFERENCE**

**Applicant** (full title and address):

**Responsible person** (name, surname and title):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**We hereby state that we accept all conditions provided in the specification.**

We further state that:

1. all statements provided in this application are true and comply with the actual situation;
2. we performed air operations in passenger transport on airports in the Republic of Slovenia any time between 1 October 2020 and 31 May 2021;
3. we hold traffic rights to perform scheduled international passenger air transport on the tendered route;
4. we hold all authorisations to perform scheduled international passenger air transport (air operator’s certificate – AOC; insurance policy as per Regulation (EC) No 785/2004[[1]](#footnote-1); operating licence or permits from a third-country operator if the applicant has their head office in a third country (TCO – third country operator certificate));
5. we are not on the European Commission’s list of air carriers that do not meet air safety standards published at https://ec.europa.eu/transport/modes/air/safety/air-ban/search\_en;
6. when allocating the aid, the rule of state aid cumulation is observed – the total amount of state aid for the project in connection with the same eligible costs shall not exceed the amount of state aid as determined by the state aid scheme of the Programme for Implementing Financial Incentives MGRT – de minimis (notification no. M001-2399245-2015/I) or in the event of approval by the European Commission relating to the notified Slovenia’s scheme based on Point 3.1 of the Temporary Framework (notification no. SA.59124);
7. we are not an undertaking in difficulty as per Point 18 of Article 2 of Regulation 651/2014/EU[[2]](#footnote-2) as of 31 December 2019;
8. we do not have to return unjustifiably received state aid on the basis of a European Commission decision that declared the state aid received as illegitimate and incompatible with the Union's common market;
9. for receiving documents, we have authorised a legal entity or a natural person with a business address or residence in the Republic of Slovenia (person authorised to accept service of documents),[[3]](#footnote-3) or we have a subsidiary in the Republic of Slovenia;
10. we do not have due financial liabilities arising from compulsory levies and other non-tax obligations according to the act governing financial administration that are collected by the tax authority (in the amount of EUR 50 or more on the day of the submission of the application); it is considered that the applicant, as a business entity, has not fulfilled its obligations if it has not provided all accounts of the withholding tax on income from employment for the last year up to the day of submission of the application[[4]](#footnote-4).

|  |  |  |
| --- | --- | --- |
| **Date:** | **Stamp:**  | **Signature of the responsible person:** |

Annex No. 1

**EVIDENCE ON THE IMPLEMENTATION OF AIR OPERATIONS AT AN AIRPORT IN SLOVENIA**

**IN THE PERIOD FROM 1 OCTOBER 2020 TO 31 MAY 2021**

Submit evidence confirmed by the operator of the airport in Slovenia for implemented air operations in passenger transport.

Annex No. 2

**AUTHORISATION FOR THE AUTHORISED PERSON**

Submit a signed authorisation for a legal entity or a natural person with a business address or residence in the Republic of Slovenia (person authorised to accept service of documents).

Annex No. 3

**ADJUSTMENT OF BUSINESS OPERATIONS DUE TO THE COVID-19 EPIDEMIC**

Specify which recommendations are observed to ensure passenger safety and health.

**CONTENT OF A COMPLETE APPLICATION**

|  |  |  |
| --- | --- | --- |
|  | Form | yes/no |
| Application form | Form No. 1 |  |
| Statement on agreeing with the terms of reference | Form No. 2 |  |
| Evidence on the implementation of air operations | Annex No. 1 |  |
| Authorisation for the authorised person | Annex No. 2 |  |
| Adjustment of business operations due to the COVID-19 epidemic | Annex No. 3 |  |

Attach the completed table above to the application.

# 6. SAMPLE CONTRACT

Read the sample contract and **initial** each page, **but do not complete it.** By initialling, you confirm that you have been acquainted with contractual provisions in advance, already at the time of application. The contract shall be signed if the project is approved for co-financing, in which case it will be equipped with concrete data that are not provided in the sample. This is a sample contract and the Ministry reserves the right to accordingly supplement or change the contract exceptionally and if necessary before it is signed. If the applicant fails to agree with the supplement or change, they may refuse to sign the contract in writing, in which case it is understood that they have withdrawn from their application to the public call and they will lose the right to funds approved by the decision.

**Ministry of Economic Development and Technology of the Republic of Slovenia, Kotnikova ulica 5, 1000 Ljubljana (hereinafter: the Ministry)**, represented by Minister Zdravko Počivalšek,

registration number: 2399245000

ID for VAT: SI43159290

and

**Recipient** represented by

registration number:

ID for VAT:

bank account:

open at:

conclude the following

**CONTRACT No.**

**for promoting the re-establishment of Slovenia’s air connectivity**

**Legal basis**

**Article 1**

Budget of the Republic of Slovenia for 2020 (Official Gazette of the Republic of Slovenia [*Uradni list RS*], No. 75/19 and 133/20), Budget of the Republic of Slovenia for 2021 (Official Gazette of the Republic of Slovenia [*Uradni list RS*], No. 75/19), Implementation of the Republic of Slovenia's Budget for 2020 and 2021 Act (Official Gazette of the Republic of Slovenia [*Uradni list RS*], No. 75/19, 61/20 – ZDLGPE and 133/20), Promotion of Tourism Development Act (Official Gazette of the Republic of Slovenia [*Uradni list RS*], No. 13/18), Public Finance Act (Official Gazette of the Republic of Slovenia [*Uradni list RS*], Nos. 11/11 – official consolidated text, 14/13-corr., 101/13, 55/15-ZFisP, 96/15-ZIPRS1617 and 13/18; hereinafter: ZJF), Regulation on the procedure of standards and manners to allocate means for the promotion of development programmes and preferential tasks (Official Gazette of the Republic of Slovenia [*Uradni list RS*], No. 56/11), Strategy for the Sustainable Growth of Slovenian Tourism for 2017–2021, Commission Regulation (EU) No 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid (OJ L 352, 24.12.2013, p. 1) (hereinafter: Commission Regulation 1407/2013/EU), Aid scheme "Programme for Implementing Financial Incentives MGRT – de minimis" (notification no.: M001-2399245-2015/I), Temporary Framework for State aid measures to support the economy in the current COVID-19 outbreak (OJ C 91 I, 20.3.2020, including amendments; hereinafter: Temporary Framework), Act Determining the Intervention Measures to Mitigate and Remedy the Consequences of the COVID-19 Epidemic (Official Gazette of the Republic of Slovenia [*Uradni list RS*], No. 80/20), Provisional Measures for Mitigation and Elimination of Consequences Act COVID-19 (Official Gazette of the Republic Slovenia [*Uradni list RS*], No. 152/20), Programme for Implementing Financial Incentives COVID-19 of the Ministry of Economic Development and Technology No. 303-21/2020/1 of 23 April 2020 with all amendments, the Public call for promoting the re-establishment of Slovenia’s air connectivity (Official Gazette of the Republic of Slovenia [*Uradni list RS*], No. 155/2020) and Ministry Decision on Selection no. 4300-12/2020- (hereinafter: decision on selection).

The Contract shall be charged to budget item 200486 (Promotion of Slovenia’s air connectivity – COVID-19), number and title of the project: NRP \_\_\_\_\_\_\_\_\_\_\_\_ "title".

**Subject of the Contract**

**Article 2**

The subject of the Contract is the promotion of re-establishing air connectivity, whereby the Ministry shall co-finance the operating costs of the Recipient/air carrier in the form of a lump sum.

The Recipient’s application to the public call is an integral part of this Contract and is kept by the contract custodian at the Ministry.

**Contractual value**

**Article 3**

Following the implemented public call to promote the re-establishment of air connectivity and issued decision no. \_\_\_\_\_\_\_, the Ministry allocates to the Recipient a grant in the amount of EUR \_\_\_\_\_\_\_\_, in words: \_\_\_\_\_\_\_\_ euros (exclusive of VAT).

The funds shall be provided from budget item 173210 (Marketing and tourism development).

**Article 4**

The funds are specifically allocated and the Recipient may use them exclusively in accordance with the conditions provided in the public call, specifications, this Contract and the application. In the event of an ineligible use of funds, the Recipient shall be obliged to return the funds already received in real terms as per this Contract together with statutory default interest from the day they were transferred to the day they are returned.

The Recipient may only use the funds for the payment of eligible costs determined in Article 5 of this Contract. Any other disposal of funds (e.g. assignment of the claim, assignment of the claim by way of security, establishment of a lien on the claim or conclusion of another legal transaction which would result in an ineligible use of funds) is prohibited.

**Article 5**

The subject of co-financing includes the operating costs of the air carrier in the form of a lump sum.

The largest possible amount that the Recipient may receive shall not exceed EUR \_\_\_\_\_\_\_\_\_ (limitation in the public call).

The operating costs being financed are those that incurred in the period from 1 October 2020 to 31 May 2021.

**Article 6**

The request for co-financing shall serve as the basis for paying funds.

The request for co-financing must be signed by the beneficiary’s responsible person.

**Article 7**

The Recipient must submit the request for co-financing in the financial year 2021 no later than by 31 August 2021.

**Article 8**

The Ministry undertakes to pay the agreed amount within the deadline determined by the applicable Implementation of the Republic of Slovenia's Budget Act after the receipt of a complete request for co-financing.

The fulfilment of the Ministry’s obligations shall be related to the budget capacity of the Ministry in the financial year. If changes occur in the state budget or the Ministry’s work programme, which directly affects this Contract, the Contracting Parties agree to change accordingly the contractual value or the payment dynamics by concluding an annex to this Contract.

If the Recipient fails to agree to the changes under the preceding paragraph, the Ministry may withdraw from the Contract and request the repayment of funds.

**Obligations of the Ministry**

**Article 9**

The Ministry undertakes to pay the Recipient the incentive in the amount as defined in Article 5, but no more than the agreed contractual value of EUR \_\_\_\_\_\_\_\_\_ and within the framework of available budgetary resources.

**Obligations of the Recipient**

**Article 10**

In the context of monitoring the use of allocated funds, the Recipient is obliged to enable the Ministry supervision over the use of funds so that control and insight into the entire documentation are possible at any time. The Ministry’s representatives shall have the right to examine the original documents, accounting and other documents related to the co-financed costs at any time. The same right is ascribed to the representatives of the Court of Audit of the Republic of Slovenia and other authorities supervising the use of budgetary resources.

The Recipient of funds undertakes to enable an insight into the entire documentation to the aforementioned institutions in the context of supervising and monitoring the use of funds and attaining the set objectives.

If the Recipient received the payment of funds and it is later revealed during the supervision over the use of budgetary resources that the payment was received unjustifiably, the Ministry may withdraw from the Contract and request the return of the real value of the allocated non-refundable funds together with statutory default interest from the day that they were transferred to the day that they are returned.

Article 11

If it is determined after the completion of the activity that the entire value of eligible costs was lower than defined in this Contract, the amount of co-financing shall be reduced accordingly.

If it is determined after concluding the Contract that the Recipient’s application fails to meet all the conditions of the public call, the Ministry shall withdraw from the Contract and request the return of the paid funds and default interest from the day that they were transferred to the day that they are returned.

**Article 12**

The Recipient undertakes to implement scheduled passenger lines twice a week for at least two months at one of the Slovenian airports in the period between 28 March 2021 and 30 October 2021 (i.e. during the summer air season).

If this does not occur, the Ministry may withdraw from the Contract and request the return of the real value of the allocated non-refundable funds together with statutory default interest from the day that they were transferred to the day that they are returned.

The obligation shall not apply in the case of extraordinary circumstances linked to a poor COVID-19 epidemiological situation in the country from which an individual air carrier flies and in Slovenia, which significantly impacts the possibility of implementing the contractual commitment.

**Article 13**

If the Recipient is subject to bankruptcy, compulsory settlement or liquidation during the validity of the Contract, the Recipient must promptly inform the Ministry of the proceedings. On the day that bankruptcy, compulsory settlement or liquidation is instigated, the Ministry’s obligation towards the Recipient as per this Contract ceases.

On the day that bankruptcy is instigated, all funds as per this Contract shall be deemed ineligible. The Recipient’s obligation to return the Ministry all funds paid according to this Contract shall be due on the day that bankruptcy is instigated.

On the day that compulsory settlement or liquidation is instigated, the Ministry may withdraw from the Contract and request the return of the funds paid.

**Article 14**

The Ministry may withdraw from the Contract, and request the return of the funds paid in the special cases determined in this Contract, and in all other cases of violations of contractual obligations, as well as in cases determined in the Code of Obligations or any other regulation. If the Ministry withdraws from the Contract, the provisions of the Code of Obligations shall be taken into account regarding the legal effects of the withdrawal.

If the Ministry exercises the right to withdraw, and requests the return of the funds paid, it may, at its discretion, alternatively, cumulatively, or consecutively, unilaterally exercise the following rights:

* to temporarily withhold the payment of a part of or all funds requested;
* to partially reject the payment request or to reduce the request in the amount of the disputable part;
* to reject the entire payment request, and consequently, not pay the funds;
* a request for the return of a part or all funds paid without withdrawing from the Contract;
* to reduce the contractual value.

If the Ministry issues a request for the return of funds to the Recipient, regardless of the legal basis, the Ministry shall also be entitled to statutory default interest from the date of the transfer of funds to the date of their refund.

The Recipient is obliged to return the funds received within 15 days of the submission of the request for the return of funds.

**Article 15**

The contract custodian at the Ministry is \_\_\_\_\_\_\_\_\_\_\_\_\_\_, and the contract custodian at the Recipient is \_\_\_\_\_\_\_\_\_\_\_\_\_.

Anti-corruption clause

**Article 16**

Any contract in which a person promises, offers or gives any undue advantage to a representative or agent of a public sector body or organisation on behalf of, or for the account of, another contracting party for the purpose of:

1. acquisition of a business transaction; or
2. concluding a business transaction under more favourable conditions; or
3. omission of due supervision over the performance of contractual obligations; or
4. acting or failing to act in a way that causes damage to a public sector body or organisation or enables undue advantage to a representative of the body, intermediary of the public sector body or organisation, another contracting party or their representative, agent or intermediary;

shall be null and void.

The Contract shall also be deemed null and void if it is determined that the Recipient is subject to the prohibition on conducting business as per Article 35 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia [*Uradni list RS*], No. 69/11 – official consolidated text).

If it is determined that this Contract is null and void, each Contracting Party shall be obliged to return to the other party everything that it has received on the basis of the Contract. The Party due to which the Contract is null and void shall also be held liable to the other Party for damages caused by the nullity of the Contract.

Protection of personal data and business secrets

**Article 17**

The Recipient agrees that data on the project that are public information are made public. They particularly agree to the publication on the list of co-financed projects, the provision of the Recipient’s identification data, the title of the project, the region of the Recipient/project, the amount and the co-financing resources.

The Ministry’s representatives and external contractors shall be obliged to protect confidential data which become known to them during the implementation, monitoring, supervising or evaluating of the project as per the regulations on personal data protection and regulations governing the protection of business secrets.

Amendments to the Contract

**Article 18**

Amendments to this Contract are possible by way of concluding a written annex to this Contract, which is mutually concluded by both Contracting Parties before the expiry of the validity of this Contract. Written notification submitted by one Contracting Party to the other suffices when amending Article 15 of this Contract.

Settling disputes

**Article 19**

The Contracting Parties agree to resolve any potential disputes by mutual agreement; if this is not possible, the disputes shall be settled by the competent court in Ljubljana. The law of the Republic of Slovenia shall apply in the event of a dispute.

Conclusion of the Contract

**Article 20**

This Contract is made in five (5) identical copies, of which the Ministry receives three (3) copies and the Recipient two (2) copies.

The Contract is concluded on the day of its signing by both Contracting Parties.

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Ljubljana, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Number:

|  |  |
| --- | --- |
| Recipient | Republic of SloveniaMinistry of Economic Development and TechnologyZdravko Počivalšek Minister |

1. Regulation (EC) No 785/2004 of the European Parliament and of the Council of 21 April 2004 on insurance requirements for air carriers and aircraft operators [↑](#footnote-ref-1)
2. Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty (OJ L 187, 26.6.2014, p. 1) last amended by means of Corrigendum to Commission Regulation (EU) No 2017/1084 of 14 June 2017 amending Regulation (EU) No 651/2014 as regards aid for port and airport infrastructure, notification thresholds for aid for culture and heritage conservation and for aid for sport and multifunctional recreational infrastructures, and regional operating aid schemes for outermost regions and amending Regulation (EU) No 702/2014 as regards the calculation of eligible costs (OJ L 26, 31.1.2018, p. 53). [↑](#footnote-ref-2)
3. The person authorised to accept service of documents is required to accelerate the procedures of discussing the application when the head office of the potential applicant is located abroad. [↑](#footnote-ref-3)
4. Only for applicants registered in Slovenia. [↑](#footnote-ref-4)