**ENHANCED AIR CONNECTIVITY OF SLOVENIA**

**FORMALLY COMPLETE APPLICATION FOR GRANTING AID**

The application for granting aid submitted by the applicant to the Ministry of Infrastructure of the Republic of Slovenia on the basis of the Act on Aid to Ensure Enhanced Air Connectivity of Slovenia, the Programme for enhanced air connectivity of the Republic of Slovenia 2023-2025 adopted on the basis thereof, and the Public call for tenders for enhanced air connectivity of Slovenia consists of the application form and the following annexes:

|  |
| --- |
| ANNEX no. 1: Statement – agreement with the tender conditions |
| ANNEX no. 2. A: Statement – business plan------------------------------------------------------------------------------------------------------------------------ANNEX no. 2. B: Statement – an irrevocable commitment to the airport that the route will continue to operate for at least as long as the period for which it is applying for aid |
| ANNEX no. 3: Statement – profitability of the route  |
| ANNEX no. 4: Statement – integrity |
| ANNEX no. 5: Statement – personal data processing |
| ANNEX no. 6: Data required for the evaluation of the application------------------------------------------------------------------------------------------------------------------------List of connections operated by the applicant from the airport of destination |
| ANNEX no. 8: Power of attorney for service of documents in the Republic of Slovenia |

The business plan (Annex 2.A) must contain:

* details of the new route, specifying the flight schedule,
* information on the estimated number of passengers,
* information on profitability at the end of the public financing period,
* data on the operating period after the end of public financing; and
* how the new route will be marketed to ensure the profitability target by the end of the public funding period.

The statement in Annex no. 2.B must only be completed if no business plan is attached with the application.

The application form and the annexes must be signed and stamped (if the applicant does not use a stamp, this must be indicated in the application).

The complete tender dossier is attached.

**ASSESSMENT OF FORMALLY COMPLETE APPLICATIONS**

EVALUATION OF BASIC CRITERIA

|  |  |  |  |
| --- | --- | --- | --- |
|  | CRITERION – WEIGHT | GROUP A ON THE PRIORITY LIST (I) AND ADDITIONAL LIST (III) | GROUP B ON THE PRIORITY LIST (I) AND COMPLEMENTARY LIST (II) |
| 1. | Number of additional passengers carried in one year | MAXIMUM 5 | MAXIMUM 10 |
| 2. | Flying in a time block | MAXIMUM 15 | MAXIMUM 20 |
| 3. | Number of connections operated by the air carrier from the airport of destination | MAXIMUM 40 | MAXIMUM 5 |
| 4.  | Flight schedules (frequencies) to the airports in the Republic of Slovenia in which international air passenger transport is carried out | MAXIMUM 30 | MAXIMUM 40 |
| 5. | The level of the air fare | MAXIMUM 5 | MAXIMUM 20 |
| 6. | The achievement of sustainability in aviation | MAXIMUM 5 | MAXIMUM 5 |
| TOTAL |  | MAXIMUM 100 | MAXIMUM 100 |

BREAKDOWN OF BASIC CRITERIA

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | CRITERION |  | GROUP A ON THE PRIORITY LIST (I) AND ADDITIONAL LIST (III) | GROUP B ON THE PRIORITY LIST (I) AND COMPLEMENTARY LIST (II) |
| 1. | Number of additional passengers carried in one year | Scale scoring from the highest to the lowest expected number of passengers in a year | 5, 3, 0 | 10, 8, 5, 0 |
| 2. | Flying in a time block | a. departure from an airport in the territory of the Republic of Slovenia from 6.00 to 9.00 (at least 50% of flights) | 10 | 13 |
| b. arrival at an airport in the territory of the Republic of Slovenia from 19.00 to 23.00 (at least 50% of flights) | 5 | 7 |
| 3. | Number of connections operated by the air carrier from the airport of destination | Scale scoring from highest to lowest number of direct flights from the airport of destination on the same ticket | 40, 30, 20, 0 | 5, 4, 3, 2, 1, 0 |
| 4.  | Flight schedules to the airports in the Republic of Slovenia in which international air passenger transport is carried out | Scale scoring from the highest to the lowest number of outbound flights from Slovenia per week | 30, 20, 10, 0 | 40, 30, 20, 10, 0 |
| 5. | The level of the air fare | Scale scoring from the lowest to the highest possible one-way fare in economy class | 5, 3, 0 | 20, 15, 10, 5, 0 |
| 6. | The achievement of sustainability in aviation | a. measures for the protection of the environment in aviation (SAF and other alternative fuel sources) | 1 | 1 |
| b. measures to reduce the noise generated by aircraft | 1 | 1 |
| c. measures taken by the carrier for handling waste packaging and other waste | 3 | 3 |
|  |  |  | TOTAL MAXIMUM 100 | TOTAL MAXIMUM 100 |

For each of the air route sets, the values of each criterion are expressed in points, up to a maximum of 100 points per route.

Applications for the same individual route will be ranked according to the number of points received, with a higher number of points indicating a higher eligibility (or priority) for aid. In the event of two applicants scoring the same number of points for the same route in a given period, the one scoring more points for the third criterion (number of connections from the airport of destination) will be eligible for aid.



|  |  |
| --- | --- |
| Project title: | Enhanced Air Connectivity of Slovenia |

Application form

1. Data on the applicant

|  |  |
| --- | --- |
| Company name:  |  |
| Address: |  |
| Postcode: |  |
| Town: |  |
| Country: |  |
| Tax number: |  |
| Company registration no: |  |
| Telephone: |  |
| Email address: |  |
| Website: |  |
| Name and surname of the applicant’s responsible person:[[1]](#footnote-1) |  |
| Email address of the applicant’s responsible person: |  |
| Name and surname of the contact person for the project: |  |
| Telephone number of the contact person: |  |
| Email address of the contact person: |  |

1. Information on the bank

|  |  |
| --- | --- |
| Name of the bank: |  |
| Address:  |  |
| Postcode:  |  |
| Town:  |  |
| Current account no:  |  |
| IBAN:  |  |
| BIC/SWIFT code:  |  |
| Account holder:  |  |

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

1. Authorised person/subsidiary in Slovenia

|  |  |
| --- | --- |
| Name or title of the authorised person or name of the subsidiary: |  |
| Address:  |  |
| Postcode:  |  |
| Town: |  |
| Telephone:  |  |
| Email address:  |  |
| Contact person:  |  |

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

**Annex no. 1**

**Statement - agreement with the tender conditions**

**Applicant** (name and registered office)

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

**The applicant’s responsible person** (name, surname and title)

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

As the responsible person of the applicant, I hereby declare that we aware of and agree to the contents of the public tender and the tender documentation.

I also declare that:

1. we are air carriers holding a valid operating licence issued by a Member State of the European Union or a state which is a member of the European Common Aviation Area, in accordance with Regulation (EC) No 1008/2008 on common rules for the operation of air services in the Community;
2. we operate or will operate international scheduled air services for the carriage of passengers;
3. we have traffic rights for the operation of international air services;
4. we are not in the process of returning unduly received state aid on the basis of a decision of the European Commission declaring the state aid received to be unlawful and incompatible with the internal market. This condition shall be deemed complied with if the decision of the European Commission is not yet final and we have placed the allegedly unlawfully obtained funds in a special trust account and do not dispose of them;
5. the route in respect of which the application for aid is being made is not in operation prior to the date of submission of the application for aid, meaning that the traffic on the route is not actually operating within the current weekly flight schedule, or the route is not yet in operation; nevertheless, the intention by any carrier to operate the route for a period when tickets for that route are already available for purchase has already been published in the reservation system;
6. we have not been granted and have not applied for any other state aid for the operation of the new route in respect of which this application is being submitted;
7. we have submitted the business plan which shows that after the financing period the route which is the subject of the aid will become profitable without public financing or, in the absence of a business plan, we have given an irrevocable commitment to the airport that the route will continue to operate for at least the same period as the period for which it is applying for aid;
8. we have authorised a natural or legal person with a business address or residence in the Republic of Slovenia to receive documents, or we have a branch established in the Republic of Slovenia;
9. all the statements given in the application for aid, on the form and in the annexes are true and correspond to the actual situation.

In/at: Name and surname of the applicant’s responsible person:

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

Date: Signature of the applicant’s responsible person:

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

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**Annex no. 2. A**

**Business plan**

2. A Pursuant to the fourth indent of the first paragraph of Article 5 of the Act on Aid to Ensure Enhanced Air Connectivity (Official Gazette of the Republic of Slovenia (Uradni list RS), No 16/23; hereinafter: the Act)

as the applicant’s responsible person \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the framework of implementing the project Enhanced Air Connectivity of Slovenia I hereby issue the following:

STATEMENT

it is evident from the attached business plan that after the financing period, the route \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which is the subject of the aid, will become profitable without public financing.

The business plan contains:

* details of the new route, specifying the flight schedule,
* information on the estimated number of passengers,
* information on profitability at the end of the public financing period,
* data on the operating period after the end of public financing; and
* information on how the new route will be marketed to ensure the profitability target by the end of the public funding period.

In/at: Name and surname of the applicant’s responsible person:

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

Date: Signature of the applicant’s responsible person:

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

Stamp:

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**Annex no. 2. B**

*\*The statement under Item 2.B must only be completed in case no business plan is attached with the application.\**

Irrevocable commitment

2. B Pursuant to the fifth indent of the first paragraph of Article 5 of the Act on Aid to Ensure Enhanced Air Connectivity (Official Gazette of the Republic of Slovenia (Uradni list RS), No 16/23; hereinafter: the Act)

as the applicant’s responsible person \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the framework of implementing the project Enhanced Air Connectivity of Slovenia I hereby issue the following:

STATEMENT

that no business plan with the information from the second paragraph of Article 5 of the Act was attached with the application for aid and

that we give the airport \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ an irrevocable commitment that the route \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which is the subject of this application, will continue to operate for at least the same period as the period to which this application for aid refers.

In/at: Name and surname of the applicant’s responsible person:

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

Date: Signature of the applicant’s responsible person:

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

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**Annex no. 3**

**Statement – profitability of the route**

As the applicant’s responsible person \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the framework of implementing the project Enhanced Air Connectivity of Slovenia I hereby issue the following:

STATEMENT

that in the event the route \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which is the subject of this application, becomes profitable in the period for which the aid is granted, we will inform the Ministry of Infrastructure of the Republic of Slovenia of the date on which profitability began and will not demand the payment of the aid.

We are aware that potentially paid aid for the operation of a profitable route shall be considered ineligible aid.

In/at: Name and surname of the applicant’s responsible person:

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

Date: Signature of the applicant’s responsible person:

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

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**Annex no. 4**

Statement – integrity

In accordance with the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia (Uradni list RS), No [69/11](http://www.uradni-list.si/1/objava.jsp?sop=2011-01-3056) – official consolidated text, [158/20](http://www.uradni-list.si/1/objava.jsp?sop=2020-01-2765), [3/22](http://www.uradni-list.si/1/objava.jsp?sop=2022-01-0014) – ZDeb and[16/23](http://www.uradni-list.si/1/objava.jsp?sop=2023-01-0301) – ZZPri) and the Prevention of Money Laundering and Terrorist Financing Act (Official Gazette of the Republic of Slovenia (Uradni list RS), No [48/22](http://www.uradni-list.si/1/objava.jsp?sop=2022-01-0977) and [145/22](http://www.uradni-list.si/1/objava.jsp?sop=2022-01-3606)) as the applicant’s responsible person \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I hereby issue the following

STATEMENT

* we will comply with all integrity, anti-corruption, money laundering and terrorist financing regulations;
* we will make the documentation accessible to the Ministry of Infrastructure of the Republic of Slovenia and other bodies supervising the use of public funds; and
* we consent to data being obtained from the Register of Beneficial Owners.

I allow and authorise the Ministry of Infrastructure of the Republic of Slovenia to verify the statements contained in the application in the official records of state authorities, local authorities and other holders of public authorisations, and to obtain certificates from the criminal records for the members of the management.

For declarations that cannot be obtained from the official records, we shall provide the required additional information or evidence that the conditions have been met when called upon to do so and by the deadline specified.

In/at: Name and surname of the applicant’s responsible person:

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

Date: Signature of the applicant’s responsible person:

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

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Annex no. 5

Statement - personal data processing

Pursuant to the Regulation (EU) 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 (General Data Protection Regulation) and the Personal Data Protection Act (ZVOP-2) (Official Gazette of the Republic of Slovenia (Uradni list RS), No 163/22), as the applicant’s responsible person \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I hereby issue the following:

STATEMENT

in the context of implementing the project Enhanced Air Connectivity of Slovenia, I have informed the natural persons associated with me about obtaining, recording, processing and storage of personal data, and have obtained their consent to such obtaining, processing and storage of personal data,

for the purpose of:

- obtaining and using the aid for 50% of the airport charges in relation to the new route \_\_\_\_\_\_\_\_\_;

- conducting controls by the Ministry of Infrastructure of the Republic of Slovenia and other competent supervisory authorities.

If any additional natural persons are included during the implementation of the project, I, as the applicant/final recipient, will inform them about obtaining, recording, processing and storage of personal data and obtain their consent to such obtaining, processing and storage of personal data.

In/at: Name and surname of the applicant’s responsible person:

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

Date: Signature of the applicant’s responsible person:

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

Stamp:

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The Ministry of Infrastructure of the Republic of Slovenia carries out procedures and controls of the eligibility of funds paid under the Enhanced Air Connectivity of Slovenia project.

The Ministry of Infrastructure of the Republic of Slovenia will gather and process the above personal data in the framework of the project Enhanced Air Connectivity of Slovenia.

The Ministry of Infrastructure of the Republic of Slovenia undertakes to process personal data solely for the indicated purposes and not to forward such personal data to any other authorities except for those which supervise the legality of cooperation, allocation and payment of the received funds.

**Annex no. 6**

Data required for the evaluation of the application

1. NEW ROUTE:

2. TYPE OF AIRCRAFT AND NUMBER OF AVAILABLE SEATS:

3. PLANNED START OF ROUTE OPERATION:

4. PLANNED NUMBER OF PASSENGERS CARRIED IN ONE YEAR:

5. FLYING IN A TIME BLOCK:

6. NUMBER OF CONNECTIONS OPERATED BY THE APPLICANT FROM THE AIRPORT OF DESTINATION:

\*SUBMIT LIST OF CONNECTIONS.

7. FLIGHT SCHEDULE:

8. THE LEVEL OF THE AIR FARE:

9. THE ACHIEVEMENT OF SUSTAINABILITY IN AVIATION: YES/NO

DESCRIBE POTENTIAL ACTIVITIES FOR IMPLEMENTATION:

A. Measures for the protection of the environment in aviation (SAF and other alternative fuel sources):

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

B. Measures to reduce the noise generated by aircraft:

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

C. Measures for handling waste packaging:

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

In/at: Name and surname of the applicant’s responsible person:

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

Date: Signature of the applicant’s responsible person:

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

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**Annex no. 7**

**Sample agreement**

**Republic of Slovenia**, **Ministry of Infrastructure**, Tržaška cesta 19, 1000 Ljubljana, as the contracting authority represented by **the minister Alenka Bratušek, MSc** (hereinafter: **the Ministry**), tax number: SI 25967061, registration no: 2399270000

And

**«Upravičenec»**, «Naslov», «Poštna\_številka» «Kraj», represented by **«Status» «odg\_Oseba»** (hereinafter: **the Beneficiary**),

tax number: «Davčna\_št», registration number: «Matična\_št»,

hereby conclude

**AGREEMENT no. «št\_pogodbe**»

**on the co-financing of the project ”Enhanced Air Connectivity of Slovenia”**

1. **INTRODUCTORY PROVISIONS**

Article 1

The Contracting Parties hereby establish that:

* this Agreement is concluded within the framework of the project Enhanced Air Connectivity of Slovenia (hereinafter: the Project), following a public call for tenders for Enhanced Air Connectivity (hereinafter: the Tender);
* the funds are granted on the basis of the Act on Aid to Ensure Enhanced Air Connectivity (Official Gazette of the Republic of Slovenia No 16/23), which establishes a state aid scheme that is compatible with the European Union’s internal market, as decided by the European Commission;
* the “Public call for tenders for enhanced air connectivity” was published in the “Official Gazette of the Republic of Slovenia XXX” and in the “Official Journal of the European Union XXX”;
* the Beneficiary “XXX” has submitted an application for aid and a decision on selection for the project has been issued to it under number «Št\_sklepa» dated «Datum\_sklepa» (hereinafter: the Decision on Selection);
* the funds allocated to the Beneficiary under this Agreement constitute budgetary funds to be paid to the Beneficiary under the Development Programmes Plan 2023-2026 – Enhanced Air Connectivity of Slovenia Project, no. 2430-23-0003, in accordance with the public finance regulations;
* the Beneficiary is aware that the Agreement is, in a certain part, subject to a public law regime, i.e. a regime different from the general rules of contract law;
* the Ministry is not only the Contracting Party to the Agreement, but also the holder of the public interest in the implementation of the project for which it acts as the contracting authority. In order to pursue this interest, it holds specific authorisations which allow it to prevent the implementation of certain provisions of this Agreement, particularly where they refer to the competences of the contracting authority concerning control over the use of funds and the authorisation for that control, and
* that the reimbursement of the funds already paid do not result in damage being caused which is difficult to indemnify the Beneficiary against.
1. **SUBJECT OF THE AGREEMENT**

Article 2

The Subject of the Agreement is the granting of state aid for the start-up of operation of new air routes, for the carriage of passengers to or from a public airport in the territory of the Republic of Slovenia at which international air transport is performed, to a single landing point in the territory of the countries of the European Common Aviation Area (ECAA).

This Agreement defines the mutual rights, obligations and responsibilities of the Contracting Parties concerning the co-financing and implementation of the project referred to in the first paragraph of this Article. The resources earmarked for co-financing shall be allocated on the basis of and in accordance with the terms and conditions indicated in the decision on the selection and agreed upon by this Agreement, known to the Beneficiary, and the Beneficiary, by signing this Agreement, assumes the agreed upon rights and obligations.

Article 3

The eligible costs under this Agreement shall be 50% of the airport charges in respect of the route for the carriage of passengers “to or from the airport XXX”, “to the airport XXX”. The subject of the co-financing is a fee or a levy collected for the benefit of the airport and paid by the airport users for the use of facilities and services which are exclusively provided by the airport and which are related to the landing, take-off, lighting and parking of aircraft, and the processing of passengers and freight, including charges or fees paid for ground handling services and fees for centralised ground handling infrastructure, for the arrival and departure of aircraft from ” airport XXX”.

The Beneficiary shall be entitled to the costs referred to in the preceding paragraph of this Article “for the period XXX” from the start of operation of the new route.

The value of this Agreement for the entire period of co-financing is “up to XXX, with a payment dynamic of EUR XXX for 2024 and EUR XXX for 2025.”

1. **OBLIGATIONS OF THE BENEFICIARY**

Article 4

The Beneficiary undertakes that:

1. the funds obtained under this Agreement shall be used for the intended purpose and solely for the eligible costs of implementing the project the co-financing of which is the subject of this Agreement, in accordance with the provisions of the tender and of this Agreement;

2. the project shall be implemented in accordance with the provisions of the tender and of this Agreement;

3. all data provided to the Ministry in relation to this Agreement are true, complete and unaltered at the time of its conclusion;

4. it has briefed the Ministry on all facts and circumstances known to it or that should be known to it, and that could affect the Ministry’s decision to conclude this Agreement;

5. every three months from the entry into force of this Agreement, it shall submit a report (with details of the new route, flight schedule, actual air services provided, aircraft types and number of passengers carried) to the Ministry no later than 1 (one) month after the end of the three-month reporting period;

6. it shall provide proof of the eligibility of the costs within the time limit referred to in the previous point;

7. it shall provide the Ministry and the other competent supervisory authorities with the explanations requested in relation to the project within the specified time limit and allow access to the facilities during working hours in order to carry out inspections related to the project;

8. it shall provide an adequate audit trail and keep the complete documentation related to the operation of the route;

9. it shall allow the Ministry and the other competent supervisory authorities to monitor the implementation of the project;

10. it shall indicate all facts and evidence in supervisory proceedings which could affect the correctness of the findings in the above-mentioned proceedings;

11. it shall, within 1 (one) month of the payment of the last request for the payment of funds, prepare the final report on the subject of this Agreement; and

12. it shall notify the Ministry in writing within 8 (eight) days of the occurrence of any change in status such as changes to the registered office or activities, changes to authorised persons and legal representatives, changes to the share of partners, or any other changes to participation that could mean a change in the status of the Beneficiary;

In the events of breach of the obligations referred to in the preceding paragraph, the Ministry may require that the Beneficiary align its conduct with the provisions of the Tender and of this Agreement, and shall give it a reasonable period of time to remedy the breach and align its conduct with the provisions of this Agreement. The time limit for elimination of the breach may not be shorter than fifteen (15) days.

Article 5

The Ministry may withdraw from the Agreement and demand return of the funds received within 30 (thirty) days of serving the Ministry's decision in favour of the budget of the Republic of Slovenia, with statutory default interest from the expiry of the deadline for returning the aid received in full until payment in the following cases:

- if it is established that the funds have been granted and paid to the Beneficiary as a result of non-compliance with the conditions for the granting of aid laid down in the first and second paragraphs of Article 5 of the Act on Aid to Ensure Enhanced Air Connectivity;

- if it is established that the Beneficiary has not used the allocated funds for the intended purpose;

- if it is established that, during the period of validity of this Agreement, the Beneficiary has received funds for the operation of an air route which has become profitable for it during the period in which the aid is granted;

- if, during the period of validity of this Agreement, the Beneficiary fails to inform the Ministry in writing of the reasons for the delay or inability to fulfil the contractual obligations, together with the appropriate explanation, as soon as they arise or no later than within 15 (fifteen) days of the occurrence of the changes;

- if, during the period of validity of this Agreement, the Beneficiary fails to inform the Ministry that insolvency proceedings or compulsory winding-up proceedings have been initiated against the Beneficiary as soon as it becomes aware of such a fact;

- if, during the period of validity of this Agreement, the Beneficiary fails to inform the Ministry that its transaction account had been blocked as soon as it becomes aware of such a fact;

- if the Beneficiary fails to cease the violations referred to in the first paragraph of Article 4 and to align its conduct with the provisions of this Agreement within the time limit specified in the preceding Article.

Article 6

The Beneficiary may prematurely withdraw from the Agreement only if justified grounds are detailed in its statement of withdrawal. In such case the Beneficiary loses its entitlement to co-financing, except for the part of eligible costs relating to the already implemented activities of the project. In such case, the Beneficiary is obliged to submit a final project report; otherwise the whole project is deemed ineligible for co-financing. In such case, the Ministry may request the return of the funds paid and the Beneficiary must return such funds received under this Agreement within 30 (thirty) days of being served the Ministry's decision in favour of the budget of the Republic of Slovenia, with statutory default interest from the expiry of the time limit for returning the aid received until payment.

1. **OBLIGATIONS OF THE MINISTRY**

Article 7

The Ministry undertakes to reimburse the eligible costs to the Beneficiary, once the eligibility and the amount of the funds have been established, on the basis of the submitted payment request indicating the number of the co-financing agreement based on which payment is requested.

The request for payment must be submitted to the Ministry within the time limit referred to in item 5 of the first paragraph of Article 4, together with the report and supporting documents proving the eligibility of the costs.

The Beneficiary shall prove the eligibility of the costs with invoices for the airport charges levied “at the airport XXX” issued by the airport operator during the previous three months.

If the Ministry finds deficiencies in the payment request, it shall ask the Beneficiary to complete it. If the Beneficiary fails to submit a complete payment request after being asked to provide such completion, the Ministry reserves the right to exclude those costs for which the documentation is inadequate and to pay only the undisputed part of the payment request or to reject the payment request.

Article 8

The Ministry shall pay the funds in accordance with the applicable law governing the implementation of the budgets of the Republic of Slovenia, on the basis of a complete payment request and certified documentation proving eligible costs, “to the Beneficiary's transaction account XXX opened with XXX”.

1. **SUPERVISION**

Article 9

The Beneficiary must allow the supervision of the implementation of this Agreement and the monitoring of the intended use of the funds by the Ministry, the external contractor and other competent bodies responsible for supervising the use of the funds.

Monitoring may be announced or unannounced.

During the term of validity of the Agreement, the Beneficiary shall, for the purposes of the supervision from the first paragraph of this Article, be obliged to provide access to the complete project documentation in such a way that the implementation of the project can be controlled and the documentation inspected at any time.

1. **ANTI-CORRUPTION CLAUSE AND PROHIBITION OF OPERATIONS WITH THE MINISTRY**

Article 10

This Agreement shall be deemed null and void if anyone in the name of or on behalf of the Beneficiary promises, offers or gives any unlawful benefit to a representative or agent of an authority or organisation from the public sector with a view to the acquisition of business or the conclusion of a business transaction under more favourable terms, or to the omission of due supervision over the implementation of the contractual obligations arising from the Agreement or other act or omission by means of which damage is caused to a public sector authority or organisation, or by means of which illegal gain is made possible for a representative of such an authority, the agent of such an authority or an organisation from the public sector, the other Party to the Agreement or its representative, concessionaire or agent.

If it is established that the Beneficiary is subject to a prohibition of operations from 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, 158/20, [3/22](http://www.uradni-list.si/1/objava.jsp?sop=2022-01-0014) – ZDeb and [16/23](http://www.uradni-list.si/1/objava.jsp?sop=2023-01-0301) – ZZPri) or *mutatis mutandis* equal regulation that replaces the said Act, this Agreement shall be considered void.

1. **PROTECTION OF PERSONAL DATA AND TRADE SECRETS**

Article 11

The Contracting Parties undertake to protect personal data and trade secrets in accordance with

the Personal Data Protection Act (ZVOP-2) (Official Gazette of the Republic of Slovenia (Uradni list RS), No 163/22), Trade Secrets Act (Official Gazette of the Republic of Slovenia (Uradni list RS), No 22/19), Companies Act (Official Gazette of the Republic of Slovenia (Uradni list RS), No 65/09 – official consolidated text, 33/11, 91/11, 32/12, 57/12, 44/13 – dec. CC, 82/13, 55/15, 15/17, 22/19 – ZPosS, 158/20 – ZIntPK-C, 18/21 and 18/23- ZDU-1O) and the Regulation (EU) 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 (General Data Protection Regulation), (OJ L No 119 of 4.5.2016, p. 1), Last amended with the Corrigendum (OJ L No 127 of 23.5.2018) (General Data Protection Regulation).

Any person of the final recipient collecting, processing or accessing personal data in any other way, shall be obliged to provide the Ministry in advance with a signed statement on the protection of personal data.

1. **PROCESSING OF PERSONAL DATA**

Article 12

The Ministry obtains, records, processes and stores personal data in the framework of the project. The collection and processing of personal data is carried out solely for the purpose of auditing and supervision and to provide benchmark information on the use of funds.

The Beneficiary must inform all natural persons associated with it who will participate in the implementation of the project that it will process their personal data. Furthermore, they must provide the relevant legal basis for the processing pursuant to the Regulation (EU) 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 (General Data Protection Regulation) and the Personal Data Protection Act (ZVOP-2) (Official Gazette of the Republic of Slovenia (Uradni list RS), No 163/22).

The Beneficiary undertakes to inform any associated natural persons who will subsequently accede to the implementation of the project about the processing of personal data and to acquire the relevant legal bases for the processing from such persons.

1. **ADMINISTRATION OF THE AGREEMENT**

Article 13

The administrator of the Agreement and other participants in the course of monitoring, supervising and evaluation of the activity under this Agreement shall be bound to protect trade secrets and personal data to which they gain access in the course of these procedures in accordance with the act governing personal data protection and the act governing trade secrets.

On the side of the Ministry, the administrator of the Agreement is «Skrbnik\_pogodbe\_MZI», and their deputy is «Namestnik\_skrbnika\_MZI».

On the side of the final recipient, the administrator of the Agreement is «Skrbnik\_pogodbe».

In the case of a change of the administrator by either Contracting Party, the Contracting Party shall notify the other Contracting Party thereof by a letter and the change shall apply from the date of receipt of such letter.

1. **AMENDMENTS TO THE AGREEMENT**

Article 14

This Agreement may only be amended in the event of the occurrence of exceptional and unforeseeable circumstances of which the Beneficiary was unaware at the time of conclusion of the Agreement, by means of a written addendum to the contract (annex) concluded by the Contracting Parties before the expiry of the term of validity of this Agreement.

1. **VALIDITY OF THE AGREEMENT**

Article 15

This Agreement shall enter into force on the day it is signed by both contracting parties and shall apply until XXX.

If a provision of this Agreement becomes invalid or it is determined by a final decision that it is invalid or its fulfilment is not possible, the remaining provisions and the Agreement shall not cease to be in force if they can survive without the invalid provision. In such case the Contracting Parties shall, in line with the principles of good faith and fair dealing, by concluding an annex to this Agreement agree on a new provision which shall come as close as possible to the invalid provision in terms of purpose.

1. **DISPUTE RESOLUTION**

Article 16

The Contracting Parties agree to resolve any disputes amicably. If an amicable resolution is not possible, disputes will be settled by a competent court of jurisdiction in Ljubljana under Slovenian law.

1. **FINAL PROVISION**

Article 17

The Agreement shall be drawn up in 5 (five) identical copies, with the Ministry receiving 3 (three) copies and the Beneficiary 2 (two) copies.

|  |  |
| --- | --- |
|  | Case number: «Številka\_zadeve» |
|  |  |
| «Beneficiary» | Republic of SloveniaMINISTRY OF INFRASTRUCTUREAlenka Bratušek, MScMinisterIn Ljubljana,  |
| *Place and date* |  | *Place and date* |  |

**Annex no. 8**

**Sample power of attorney for service of documents in the Republic of Slovenia**

As the applicant’s responsible person \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I hereby authorise

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

**\*natural person or legal entity with business address or residence in the Republic of Slovenia\*,**

to receive documents intended for the applicant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the project Enhanced Air Connectivity of Slovenia.

**PLEASE PROVIDE PROOF THAT THE SELECTED AUTHORIZED PERSON HAS ALSO ACCEPTED THE AUTHORIZATION.**

In/at: Name and surname of the applicant’s responsible person:

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

Date: Signature of the applicant’s responsible person:

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

Stamp:

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

**Annex no. 9**

**Labelling of the envelope for the applications on paper**

**NAME OF THE APPLICANT**

**STREET**

**POSTCODE**

**TOWN**

**Circle as applicable:**

**x application**

**x supplemented application**

**x amended application**

**x withdrawn application**

**Do not open – application**

**ENHANCED AIR CONNECTIVITY OF SLOVENIA**

**No 2430-23-0003**

**REPUBLIC OF SLOVENIA**

**MINISTRY OF INFRASTRUCTURE**

**TRŽAŠKA CESTA 19**

**1000 LJUBLJANA**

**Annex no. 10**

Application completeness checklist

|  |  |  |
| --- | --- | --- |
| SUPPORTING DOCUMENTS | YES | NO |
| APPLICATION FORM |  |  |
| ANNEX no. 1: Statement – agreement with the tender conditions |  |  |
| ANNEX no. 2. A: Statement – business plan------------------------------------------------------------------------------------------------------------------------ANNEX no. 2. B: Statement – an irrevocable commitment to the airport that the route will continue to operate for at least as long as the period for which it is applying for aid |  |  |
| ANNEX no. 3: Statement – profitability of the route  |  |  |
| ANNEX no. 4: Statement – integrity |  |  |
| ANNEX no. 5: Statement – personal data processing |  |  |
| ANNEX no. 6: Data required for the evaluation of the application------------------------------------------------------------------------------------------------------------------------List of connections operated by the applicant from the airport of destination |  |  |
| ANNEX no. 7: Sample agreement |  |  |
| ANNEX no. 8: Sample power of attorney for service of documents in the Republic of Slovenia |  |  |
| ANNEX no. 9: Labelling of the envelope - application on paper  |  |  |
| ANNEX no. 10: Application completeness checklist |  |  |

1. Please provide a declaration or document showing that the person named is authorised to represent the applicant. [↑](#footnote-ref-1)