

STATEMENT OF CONCLUSIONS

INTERREG MONITORING COMMITTEE Written procedure

10 - 24th March 2025

INTERREG VI INDIAN OCEAN PROGRAM PROGRAM CCI 2021TC16FFOR004 (2021-2027)



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The INTERREG Monitoring Committee was consulted by written procedure, from March 10 to 24, 2025, on the regional authority's management of an NDICI (European Neighborhood, Development and International Cooperation Instrument) envelope to be implemented under indirect management as part of the INTERREG VI Indian Ocean program.

1. Summary of opinions

Three formal opinions were received under the written procedure of the Interreg Monitoring Committee.

- **Opinion of the Secretary General of the Ministry of Foreign Affairs of Madagascar**

In a letter dated March 24, 2025, Madagascar's Ministry of Foreign Affairs noted that this allocation of 5 million euros represented a significant opportunity to support local initiatives, particularly in the face of natural disasters.

It also notes the need for evaluation to ensure that Malagasy stakeholders are informed of the results of the operations supported.

He would like further details on how the NDICI/FEDER funds will be monitored.

Lastly, it gives a favorable opinion on the amendments to the INTERREG program and to the Monitoring Committee's rules of procedure, with the addition of IORA and IOC representatives as members of the Steering Committee.

The opinion is appended to this document.

- **Opinion of the European Commission's Directorate-General for Regional and Urban Policy (DG REGIO)**

In its written reply of March 24, 2025, DG REGIO makes a number of observations aimed at ensuring consistency between the various documents submitted, as well as the obligation to refer to regulations (EU) no. 2021/1059, known as the "Interreg regulation", and (EU) 2021/947, known as the "NDICI regulation".

Finally, DG REGIO is proposing the drafting of rules of procedure for the Steering Committee.

The opinion is appended to this document.

- **Opinion of the regional economic, social and environmental council (CESER)**

In a letter dated March 25, 2025, the President of the CESER issued a favorable opinion on the proposals submitted for consultation.

He applauds the local authority's willingness to lead this experiment, which aims to link EU cohesion policy funds with EU external policy funding.

It also approves the changes made to the INTERREG VI Indian Ocean program and its internal regulations.

The opinion is appended to this document.

2. Responses of the Managing Authority

The Managing Authority (MA) thanks the members of the Monitoring Committee and the European Commission for their responses to this written consultation.

With regard to the opinion of the Malagasy Ministry of Foreign Affairs, the MA thanks the Secretary General, Interreg Focal Point, for his comments on the logical framework for intervention and the monitoring/evaluation of the program.

The Managing Authority proposes to discuss these points in the near future, particularly in the context of the joint NDICI-ERDF call for projects (the selection criteria for future operations could well include this notion of “solutions adapted” to each territory).

Concerning the CESER's opinion, the MA thanks the Council for its opinion, which highlights the importance and interest of this experiment on the scale of the Indian Ocean zone.

Regarding the European Commission's observations, the Managing Authority thanked DG REGIO for its comments. These points echo the remarks made by the European Union delegations (DUE) received by email and in the course of discussions over the last few weeks.

Indeed, the DUE (Madagascar/Comoros) questioned certain wording in the contribution agreement and its annex 1, specifying that it was important for the NDICI action to be fully integrated into the Interreg programme. It was also pointed out that the sustainability of future projects in the territories involved was essential.



The DUE also indicated that in view of the limited amount of the NDICI budget, it would be preferable to set a 'floor' limit in the future call for projects, and insisted on the need to measure the impact of the projects financed. The DUE would also like to be involved in the NDICI-ERDF project selection process.

The DUE (Mauritius/Seychelles) expressed the wish that the opinion formulated on the NDICI-FEDER projects by the DUEs be transmitted to the steering committee. It was also proposed that the Madagascar/Comoros and Mauritius/Seychelles DUEs should be coordinators for the EU delegations based in the third countries.

The MA thanks the DUEs for their comments. With regard to the general comments and points for attention (selection of structuring projects with impact, sustainability of project results), an in-depth discussion could be held during the consultation meetings (particularly on the future call for projects). In addition, the programme modification has taken into account the positioning of the DUEs (Madagascar/Comoros and Mauritius/Seychelles) as coordinators of the DUEs in the area, and the introduction of a detailed opinion sent to the Interreg Steering Committee.

Finally, the MA thanked DG REGIO for its comments and took due note of the remarks made, which were taken into account in the documents annexed to these minutes:

- Contribution Agreement and its annexes ;
- Interreg VI Indian Ocean Programme and the rules of procedure of its Monitoring Committee.

With regard to the GA's note on the NDICI experiment, the MA thanks the Commission and noted that the European Commission has not to validate this document (cf. EC comments attached).

Concerning Annex VI 'Management Declaration', the Managing Authority takes note that the modification of a Commission template is not authorised and remains awaiting written confirmation from the European Commission concerning the organisation discussed in terms of audit (audit opinion on the NDICI part issued by the Region's Audit and Management Control Department (ASG), a department independent of the Managing Authority's).

With regard to the amendment of the Monitoring Committee's rules of procedure, the MA took due note of the request to draw up rules of procedure for the Steering Committee and confirmed that these would be drawn up.

3. Decisions of the Interreg 2021-2027 Monitoring Committee

The Interreg Monitoring Committee (IMC) :

- acknowledges the contribution agreement and its appendices;
- acknowledges the Managing Authority's note on NDICI rules and procedures ;
- approves the related modifications to the program and to the Monitoring Committee's rules of procedure.



COMITE DE SUIVI INTERREG

APPENDIX 1 : Contributions received as part of the March 2025 written procedure



SECRETARIAT GENERAL

DIRECTION GENERALE DU PARTENARIAT
AU DEVELOPPEMENT ET DE LA DIASPORA

DIRECTION DE LA PROMOTION
DU PARTENARIAT POUR LE DEVELOPPEMENT

SERVICE DE LA COOPERATION INTERNATIONALE
DES TERRITOIRES

N°25/265-AE/SG/DGPDD/DPPD/SCIT/INTERREG

Antananarivo, le **24 MAR. 2025**

LE MINISTRE DES AFFAIRES ETRANGERES

à

Monsieur LE DIRECTEUR
DE LA COOPERATION REGIONALE
DE LA REGION REUNION
-SAINT-DENIS-

OBIET: Consultation du Comité de suivi du programme INTERREG Océan indien par voie de procédure écrite, sur les documents relatifs à la gestion du NDICI, 10 au 24 mars 2025

Monsieur le Directeur,

Faisant suite à l'invitation de l'Autorité de gestion du programme INTERREG des membres du Comité de suivi dudit programme à émettre leurs avis sur les documents relatifs à la gestion par la collectivité régionale suite à l'attribution d'une enveloppe de fonds NDICI (instrument européen de voisinage, de coopération au développement et de coopération internationale) d'une valeur de 5 millions d'euros dans le cadre du programme INTERREG VI Océan Indien, j'ai l'honneur de vous transmettre ci-après quelques observations par rapport auxdits documents :

1- Concernant la convention de contribution NDICI :

Sur le **fond**, l'**allocation** d'une enveloppe de 5 millions d'euros pour des projets de résilience climatique constitue une opportunité significative pour Madagascar, qui fait face à des défis climatiques majeurs en tant que troisième pays le plus vulnérable aux effets du changement climatique. Cela pourrait soutenir des initiatives locales visant à améliorer la résilience des communautés face aux catastrophes naturelles. Les deux priorités thématiques, telles que la consolidation de la recherche collaborative et l'accentuation de la résilience des territoires, sont bien alignées avec les besoins du pays, de manière à renforcer les capacités locales en matière de gestion des risques et de développement durable.

Par rapport au **cadre logique d'intervention** mettant en relief la stratégie de mise en œuvre, les indicateurs de réalisation et de résultats escomptés sont bien définis, mais il serait utile de préciser dans le document comment ils seront adaptés aux contextes nationaux, notamment pour Madagascar. En d'autres termes, comment les solutions agro écologiques seront-elles mises en œuvre dans les différentes régions de Madagascar?

En matière de suivi-évaluation, le document mentionne la manière dont le système d'évaluation sera réalisé, mais il serait bénéfique de détailler comment ces évaluations seront menées pratiquement à Madagascar. Cela pourrait inclure des méthodologies spécifiques pour mesurer l'impact des interventions dans les communautés malgaches. Dans la même foulée en matière de mesure d'impacts, il serait également intéressant de voir comment les résultats du programme seront communiqués aux parties prenantes locales à Madagascar.

Enfin, **l'absence de suivi des fonds NDICI par le périmètre d'audit du programme INTERREG** pourrait réduire la transparence et la responsabilité dans l'utilisation des fonds NDICI. Cela pourrait rendre plus difficile la détection de mauvaises pratiques ou d'irrégularités. Sans un suivi intégré, il pourrait y avoir un manque de coordination entre les différentes initiatives financées par le programme INTERREG et celles financées par les fonds NDICI. Cela pourrait entraîner des incohérences dans les projets soutenus. A cet égard, nous aimerions suggérer de rajouter dans ce premier document, le projet de convention une définition claire des rôles et responsabilités des différents acteurs impliqués dans le suivi des fonds (autorité de gestion, auditeurs, bénéficiaires) et rendre les informations relatives à l'utilisation des fonds accessibles au public, dans le respect des règles de confidentialité.

2- Concernant le règlement intérieur du comité de suivi du Programme INTERREG VI - Océan Indien :

L'intégration de représentants des organisations régionales telles que la COI et l'IOA dans le comité de suivi du programme INTERREG renforcerait la dimension régionale de ce programme, améliorerait la pertinence et l'efficacité des projets, et favoriserait une coopération plus étroite entre les acteurs de la région.

Dans l'ensemble, les rajouts spécifiques apportant des précisions sur le rôle du COPIL INTERREG-NDICI nous semblent cohérents. En ce sens, nous n'avons pas d'objection à formuler concernant ce deuxième document.

En espérant poursuivre et élargir cette coopération régionale bénéfique dans le cadre du programme INTERREG Océan indien, je vous prie d'agréer, Monsieur le Directeur, l'expression de mes salutations distinguées.

 Le Ministre des Affaires Etrangères
par délégation, le Secrétaire Général

ERIC S. RATSIMBAZAFY



COMMISSION EUROPÉENNE
DIRECTION GÉNÉRALE
POLITIQUE RÉGIONALE ET URBAINE

Cooperation territoriale européenne, Macro-régions, Interreg et Mise en oeuvre des programmes I

Bruxelles 24 mars 2025
REGIO.D.1/PEL

NOTE A L'ATTENTION DE M. PHILIPPE CLAIN
DIRECTEUR AGILE

Objet: Consultation par procédure écrite du comité de suivi du programme Interreg « océan Indien » du 10 au 24 mars 2025. Observations de la Direction-Générale de Politique Régionale et Urbaine (DG REGIO)

Comme suite à votre message du 10 mars 2025 et aux différents échanges entretenus entre la DG REGIO et le Conseil Régional de La Réunion dans le cadre de la consultation interservices mentionnée en objet, vous trouverez ci-dessous les observations de la DG REGIO aux différents documents soumis à consultation.

I/ CONVENTION DE CONTRIBUTION :

Observation	Motif
Article 1.1 : veuillez introduire une référence au programme Interreg. « La présente convention a pour objet de fournir dans le cadre du programme Interreg « océan Indien » une contribution financière en vue de financer la mise en œuvre de l'action « Co-développement durable et résilience climatique dans l'océan Indien » (...)	Les fonds NDICI sont transférés au programme Interreg dont le Conseil Régional de La Réunion est autorité de gestion.
7.2.1 : problème d'alignement de texte	Erreur typographique

II/ ANNEXE I

Observation	Motif
1.2 veuillez préciser à la dernière phrase « la décision C(2025)XXX modifiant la décision C(2022)9625 du 13 décembre 2022 approuvant le programme Interreg VI-D océan Indien.	Précision nécessaire au regard du 8 ^{ème} considérant du Règlement intérieur du comité de suivi
2.6 Rapports : remplacer « des conditions particulières » par « de la convention de contribution »	Cohérence avec le reste du texte
3. Budget: remplacer « des conditions particulières » par « de la convention de contribution »	Cohérence avec le reste du texte
4.1 Obligations : conditions générales	Erreur typographique
7. Programme de travail de la première année et de la période : Etape 2 : remplacer « comité de sélection » par « comité de pilotage » Etape 3 : il conviendrait de préciser qu'il est fait référence au comité de concertation Etape 8 : remplacer « comité de sélection » par « comité de pilotage »	Etapes 2 et 8: Terminologie Etape 3 : Cohérence avec la proposition de l'autorité de gestion (AG) de modification du programme Interreg
8. Antennes et bureaux de projets Remplacer « fixer » par « installer » (ou un terme équivalent).	Il est difficile de comprendre à quoi il est référence avec le terme « fixer »

III/ ANNEXE III

Observation	Motif
Veuillez préciser qu'il s'agit de l'Annexe III de la convention de contribution Veuillez renseigner les montants de manière cohérente	Cohérence

IV/ ANNEXE VI

Observation	Motif
Veillez retirer les ajouts apportés au template (articles 4 et 5)	Modifier un template de la Commission n'est pas autorisé

V/ NOTE DE LA REGION REUNION

Observation	Motif
Page 1 : supprimer « comme en 2014-2020 »	Le Sri Lanka ne faisait pas partie du programme en 2014-2020
Page 2, dans le tableau, à la ligne « Niveau AG-CE » veuillez préciser les acronymes : PDF (plan de financement) et PE (programme européen)	Lisibilité du document
Page 2, tableau, ligne « Niveau AG-bénéficiaire », colonne « ordonnancement juridique relatif aux crédits NDICI », rajouter : et/ou les chefs de file des projets conjoints	Ce rajout correspond à une simplification qui avait été demandée par l'autorité de gestion elle-même et accordée lors de réunions préparatoires à la signature de la convention
1.4 cet article pourrait être supprimé	Cet article ne semble pas opérationnel puisque le préfinancement est établi à 100% et qu'en conséquence il n'y aura pas d'appel de fonds
1.7 préciser les acronymes	Lisibilité du document
1.8 il conviendrait de supprimer les termes « instances ad hoc »	Proposition de l'AG. Il n'y a plus d'instance ad hoc puisqu'il y a une seule instance de sélection
1.10 préciser l'acronyme AAP	Lisibilité du document
2.1 « la règle de pérennité n'est pas applicable aux opérations NDICI »	Veillez fournir les références juridiques. Il est impératif de réfléchir à la pérennité des acquis des projets en général, y compris pour la partie NDICI
2.1 c) « les dispositions liées à des normes environnementales de l'Union ne sont pas applicables sur les opérations NDICI »	Contradiction avec le règlement NDICI - Article 8 Principes généraux paragraphe 8 « 8. Les programmes et actions relevant de l'instrument intègrent la lutte contre le changement climatique, la protection de l'environnement, les droits de l'homme, la

<p>d) « La Charte des droits fondamentaux de l'Union n'est pas applicable sur les opérations NDICI, et les porteurs de projets sont invités à promouvoir les valeurs de la Charte »</p> <p>Veillez retirer ces deux points qui contredisent les fondements mêmes de l'action de l'Union européenne.</p>	<p>démocratie, l'égalité de genre et, le cas échéant, la réduction des risques de catastrophe, et tiennent compte des liens entre les ODD, afin de promouvoir des actions intégrées susceptibles de créer des co-bénéfices et de répondre à des objectifs multiples de manière cohérente. »</p>
<p>La totalité du paragraphe 2 concerne de nouvelles règles d'éligibilité. Elles doivent être soumises au comité de suivi pour approbation et non simple information. Le comité de suivi doit donc approuver la note de l'AG.</p>	<p>Règlement (UE) 2021/1059 sur la coopération territoriale, article 37 « Règles en matière d'éligibilité des dépenses »</p> <p>« 2. Sans préjudice des règles d'éligibilité arrêtées aux articles 63 à 68 du règlement (UE) 2021/1060, aux articles 5 et 7 du règlement (UE) 2021/1058 ou dans le présent chapitre, y compris dans les actes adoptés en vertu de ceux-ci, les États membres et, le cas échéant, les pays tiers, les pays partenaires et les PTOM participants n'établissent, par une décision commune prise au sein du comité de suivi, de règles supplémentaires sur l'éligibilité des dépenses pour le programme Interreg qu'en ce qui concerne les catégories de dépenses qui ne sont pas couvertes par ces dispositions. Ces règles supplémentaires s'appliquent au programme Interreg dans son ensemble. »</p>
<p>3.1 Recouvrement</p> <p>Veillez rectifier la référence à l'article 7 de l'annexe 1</p>	<p>Cet article concerne le programme de travail de la première année et non les dispositions en matière de recouvrement</p>
<p>Dernière phrase : modifier le texte comme suit: « Sauf remarque de la Commission européenne du comité de suivi du programme Interreg « océan Indien » la Région Réunion mettra en œuvre ces dispositions définies au cours de ces travaux préparatoires pour la mise en œuvre du NDICI jusqu'à la clôture ».</p>	<p>Pour notamment les raisons évoquées ci-dessus (nouvelles règles d'éligibilité) ainsi qu'en raison du rôle du comité de suivi responsable du suivi de la mise en œuvre du programme Interreg, c'est au comité de suivi de valider le contenu de cette note et non à la Commission européenne. La Commission européenne ne valide pas des dispositions qui relèvent de règles propres à l'autorité de gestion dans la mise en œuvre de l'enveloppe NDICI (exemples : audits, procédure de recouvrement...)</p>

VI/ PARTIES DU PROGRAMME INTERREG VI OI A MODIFIER :

Observation	Motif
<p>Dans la partie 4.2, corriger le texte proposé de la manière suivante :</p> <ul style="list-style-type: none"> - Comité de pilotage : le CSI comité de suivi confie constitue pour la sélection des opérations un comité de pilotage qui agit sous sa responsabilité, conformément à l'article 22 du règlement (UE) 2021/1059. En application des règlements (UE) 2021/1059 et (UE) 2021/1060, le comité de pilotage associera les partenaires de tous les Etats membres participants de l'Etat membre participant : la Région, la Préfecture et le Département de la Réunion, les deux conseils consultatifs de la Réunion (CESER et CCEE) ainsi que le département de Mayotte lorsque des projets portés par des acteurs de Mayotte seront examinés. Le comité de pilotage intégrera également un représentant de la Commission de l'océan Indien (COI) ainsi que de l'Indian Ocean Rim Association (IORA). 	<ul style="list-style-type: none"> - Le comité de suivi est l'institution qui veille au bon fonctionnement du programme, en particulier au processus de sélection - La référence aux règlements ne peut être utilisée ici, car les règlements qui sont cités dans cet article imposent que le comité de pilotage ait une composition identique au comité de suivi, y inclus les pays tiers partenaires. Or c'est tout le contraire que propose le Conseil Régional de La Réunion (sélection par les seules institutions de La Réunion et de Mayotte). - Il n'y a qu'un seul Etat-membre dans le programme Interreg « océan Indien » et pas plusieurs.
<p>Dans la partie 4.2, il convient au 2^{ème} paragraphe relatif aux principes horizontaux de conserver le texte initial « pour la sélection des opérations sollicitant des fonds européens » et supprimer la référence au seul FEDER</p>	<p>Contradiction avec le règlement NDICI - Article 8 Principes généraux paragraphe 8</p> <p>« 8. Les programmes et actions relevant de l'instrument intègrent la lutte contre le changement climatique, la protection de l'environnement, les droits de l'homme, la démocratie, l'égalité de genre et, le cas échéant, la réduction des risques de catastrophe, et tiennent compte des liens entre les ODD, afin de promouvoir des actions intégrées susceptibles de créer des co-bénéfices et de répondre à des objectifs multiples de manière cohérente. »</p>
<p>Partie 4.3 – Coordination</p> <p>Réécrire le texte proposé :</p> <ul style="list-style-type: none"> - Comité de coordination concertation NDICI-FEDER : 	<p>Comme suite à la réunion du 19 mars dans les locaux de la DUE de Maurice</p>

<p>Réunions de concertation consultatives (avec un objectif de quatre fois par an, en visio ou présentiel) avec les Délégations de l'Union européenne basées à Maurice et à Madagascar, comme coordinatrice des délégations de l'Union européenne basées dans les pays tiers participants au programme, la DG REGIO, les points focaux nationaux Interreg, la COI et les antennes de Région.</p> <p>Le mandat de ces réunions de concertation sera :</p> <ul style="list-style-type: none"> - Partage d'informations sur les appels à projets lancés par les DUE l'UE dans la région océan indien dans les thématiques couvertes par INTERREG - Partage d'informations sur les appels à manifestation d'intérêt Interreg FEDER publiés et à venir, - Discussions sur les projets NDICI-FEDER - Examen des appels à projets conjoints NDICI-FEDER, revue des dossiers déposés pour avis de non- objection à l'Union européenne, avis qui sera transmis au Comité de Pilotage et le Comité de Suivi. - Discussions sur les thématiques d'intérêt commun, les actions de communications conjointes... 	
<p>Ajout entre paragraphes 3 et 4</p> <ul style="list-style-type: none"> - Préciser « la Commission a décidé de transférer une enveloppe de 5 millions d'euros de NDICI, en gestion indirecte, dans le cadre du programme INTERREG, à la Région Réunion. » - Supprimer la phrase : « La mission de l'autorité d'audit porte exclusivement sur les crédits FEDER (hors crédits NDICI relevant de la gestion indirecte) 	<p>Voir première remarque de la présente note d'observations</p> <p>La décision modificative sera signée par le commissaire à la politique régionale (Executive Vice President) qui ne peut pas prendre position sur les attributions d'une autorité d'audit nationale. Cette phrase figure dans la note de l'autorité de gestion</p>

	qui, pour la même raison, ne peut pas être validée par la Commission (mais par le comité de suivi).
Paragraphe 4 : préciser que les articles cités font partie du règlement (UE) 2021/1059	Lisibilité du document

VII/ REGLEMENT INTERIEUR DU COMITE DE SUIVI

Observation	Motif
Remarque générale : à l'instar de ce qui est fait dans d'autres programmes INTERREG (Caraïbes, Mayotte,...), il conviendrait d'envisager d'élaborer un règlement intérieur spécifique pour le comité de pilotage	
<p>Considérants :</p> <p>Préciser au 2^{ème} considérant « notamment ses articles 2, 22, 28 à 30 et 37 »</p> <p>Supprimer le considérant relatif à « la décision d'exécution de la Commission européenne (CE) du .../.../2025 notifiant le transfert d'une enveloppe de 5 M € de NDICI à l'autorité de gestion Région Réunion »</p> <p>Avant dernier considérant, préciser « modifiée par la décision C(2025)XXX du... »</p>	Il n'y a pas de décision d'exécution de la Commission européenne notifiant le transfert mais une décision de modification du programme (qui est bien mentionnée à l'avant dernier considérant)
<p>Fonctions du volet 2 – COPIL INTERREG NDICI :</p> <p>Réécrire le premier bullet point:</p> <p>« d'examiner l'avis du comité de concertation sur les termes de référence des appels à projets conjoints FEDER – NDICI »</p> <p>Au deuxième bullet point, « notamment ceux des délégations de l'union européenne des pays concernés » figure deux fois, dans le texte et comme note en bas de page.</p>	Cohérence avec les fonctions du comité de concertation

Remplacer « Le comité de suivi sera tenu informé » par « le compte rendu sera transmis au comité de suivi ».	
Article 6 : réécrire « Commission de l’océan indien » et supprimer « Articulation NDICI – FEDER ».	Mise en cohérence du titre avec le contenu
<p>Liste des membres du comité de suivi</p> <p>Veillez lister les pays tiers participant au programme, à l’instar de ce qui est fait pour les autorités régionales, locales et urbaines et pour les partenaires économiques et sociaux et les représentants de la société civile</p> <p>Veillez préciser « participent également aux travaux du comité de suivi à titre consultatif » et inclure :</p> <ul style="list-style-type: none"> - Le Directeur de la DG REGIO à la coopération territoriale ou son représentant 	Principe d’égalité de traitement entre les participants UE et non UE

Pierre-Emmanuel LECLERC

Copie: DG REGIO.D1 : M. Gilland (Chef d’Unité), O. Dordain (Cheffe d’Unité adjointe), M. Lobet, M. Galewska, R. Rozsavolgyi, R. Lopez Sanchez
Conseil Régional de La Réunion, autorité de gestion du programme Interreg
DUE de Maurice : L. Nosib, J-M Troncoso Pereira, S. Druguet, F. Van Houtte
DUE de Madagascar : M. Lesales



Sainte-Clotilde, le 25 mars 2025,

Monsieur Philippe CLAIN
Directeur de l'AGILE
4 Allée des Topazes – Bellepierre
97400 SAINT DENIS

N/ Réf. : CESER/2025900043/ DV/VF/KK/BL

Objet : Consultation du comité de suivi Interreg VI océan Indien – mars 2025

Monsieur le Directeur,

Nous avons été invités à donner notre avis par voie écrite concernant les documents relatifs à la gestion par la collectivité régionale d'une enveloppe de 5 millions d'euros en fonds NDICI¹ (Instrument de Voisinage, de Coopération au Développement et de Coopération Internationale), à mettre en œuvre en gestion indirecte dans le cadre du programme INTERREG VI Océan Indien.

En réponse à cette consultation, Commission Territoires, Europe et Coopération (TEC) du CESER de La Réunion tient à saluer le volontarisme de la collectivité dans le portage d'une expérimentation novatrice visant à articuler les fonds de la politique de cohésion de l'UE et les financements de la politique extérieure de l'UE, destinés aux pays tiers de la région. Cette initiative s'inscrit parfaitement dans la communication de la Commission européenne sur la nouvelle stratégie pour les RUP², qui met en lumière l'importance cruciale de la coopération avec les pays et territoires voisins pour le développement économique et l'insertion régionale dans ce bassin océanique. La Commission s'y était d'ailleurs engagée à faciliter la mise en œuvre de projets financés conjointement par le FEDER et l'IVDCI.

La Commission Territoires, Europe et Coopération (TEC) apprécie la prise en compte de ses précédents avis, notamment ceux du rapport La Réunion, Terre d'Europe 2050³, dans lequel il plaidait pour une meilleure synergie entre les différents fonds, en particulier l'articulation efficace du programme INTERREG VI océan Indien avec les fonds NDICI. Cette expérimentation constituera un levier précieux pour le développement de projets dans les pays bénéficiaires, tout en renforçant la crédibilité de la Région Réunion auprès de la Commission européenne, dans le cadre du développement de la coopération régionale au sein de l'océan Indien.

Elle approuve également le choix de la thématique retenue, à savoir la résilience climatique, qui s'avère être un axe stratégique pertinent pour le territoire. Cette démarche permettra à La Réunion de consolider sa stratégie de diplomatie territoriale, en positionnant la Région comme un acteur clé de la « diplomatie démultipliée » et du co-développement régional.

¹ *Neighbourhood, Development and International Cooperation Instrument*

² COM (2022) 198 final du 03.05.2022 « Donner la priorité aux citoyens, assurer une croissance durable et inclusive, libérer le potentiel des régions ultrapériphériques de l'Union ».

³ CESER de La Réunion, La Réunion, Terre d'Europe 2050, octobre 2023

En conclusion, la Commission Territoires, Europe et Coopération (TEC) du CESER de La Réunion prend acte de la convention de contribution et de ses annexes, ainsi que de la note de l'autorité de gestion relative aux règles et procédures NDICI. Elle approuve par ailleurs les modifications apportées au programme INTERREG VI Océan Indien et à son règlement intérieur, qui proposent notamment d'associer des représentants de la Commission de l'Océan Indien (COI) et de l'Indian Ocean Rim Association (IORA) au comité de pilotage chargé de la sélection des projets FEDER-CTE et FEDER CTE-NDICI.

Je vous prie d'agréer, Monsieur le Directeur, mes salutation distinguées.

Le Président du CESER



Dominique VIENNE

APPENDIX 2 : Documents amended following comments from DG REGIO

*(contribution agreement and its appendices, program modification
and monitoring committee rules of procedure)*

**EUROPEAN UNION
CONTRIBUTION AGREEMENT¹
Regarding the program**

**(Interreg VI-D) Indian Ocean
CCI 2021TC16FFOR004**

(hereinafter the 'Agreement')

The European Commission, hereinafter the '**Contracting Authority**', acting on behalf of the European Union,
hereinafter the 'Union',
on the one hand,

and

THE REGIONAL COUNCIL OF REUNION
Hôtel de Région Pierre LAGOURGUE
Avenue René Cassin Moufia B.P 67190
97801 SAINT DENIS MESSAG CEDEX 9, hereinafter the 'Organization'

hereinafter, collectively, 'the Parties',

have agreed as follows:

SPECIFIC CONDITIONS

Article 1 – Purpose

1.1 This Agreement aims to provide financial support for the implementation of the action "**Sustainable Co-development and Climate Resilience in the Indian Ocean Zone**" described in Annex I (hereinafter the 'Action', as part of the Interreg program. The present Agreement sets out the terms for the implementation and disbursement of the EU contribution and defines the relationship between the Organization and the Contracting Authority.

1.2 The Action is entirely funded by the EU contribution.

1.3 In accordance with Article 61, paragraph 2 of Regulation 2021/1059, the Commission has decided not to require an ex-ante evaluation of the pillars when budgetary application tasks are delegated to the managing authority of an Interreg program for European outermost regions.

To carry out the activities, the Organization:

- Applies its own rules and procedures for the awarding and management of public procurement contracts.
- Applies its own rules and procedures for the awarding and management of grants.
- Applies its own rules and procedures for audits and recoveries.

1.4 The Contribution Agreement is financed under the Neighbourhood, Development and International Cooperation Instrument - Europe in the World (NDICI - Europe in the World).

Article 2 – Entry into Force and Implementation Period

Entry into Force

2.1 This Agreement shall enter into force on the date of its signature by the last Party.

Implementation Period

2.2 The implementation period of this Agreement (hereinafter the ‘Implementation Period’) starts from the date of signature by the last Party.

2.3 The implementation period of the Agreement shall be sixty (60) months.

2.4 Legal commitments such as contracts and individual agreements to implement this Agreement must be signed by the Organization within thirty-six (36) months from the entry into force of this Agreement.

2.5 The closure period begins on the first day following the Implementation Period, during which the final evaluation and audit are carried out, at the same time as the technical and financial closure of grants or contracts. The closure documents, including the final report, the final management statement, the final audit opinion, and the financial execution statement showing the final amount of the EU contribution spent, are to be sent to the Contracting Authority within 12 months after the end of the Implementation Period.

Article 3 – Financing of the Action

3.1 The total cost of the Action is set at EUR 5 million, as detailed in Annex III.

Remuneration

3.2 The remuneration of the Organization by the Contracting Authority for activities to be implemented under this Agreement is EUR 350,000 of the total cost of the Action, to be reimbursed by the Contracting Authority, representing 7%. This remuneration forms an integral part of the total cost of the Action mentioned in point 3.1 of the Contribution.

Interest on Pre-financing

3.3 Any interest generated by the pre-financing is not due and constitutes the Organization's own resource.

Article 4 – Payment Terms and Reporting

4.1 The pre-financing rate is 100%. Payments are made in accordance with Article 17 of Annex II.

4.2 The Organization acknowledges that the European Commission plans to gradually introduce the electronic exchange system referred to in Article 72, paragraph 1, point e) of

Regulation (EU) 2021/1060 (hereinafter the ‘SFC system’), for the electronic management of the present Agreement.

The European Commission will inform the Organization at least three months before the date when additional documents and processes related to this Agreement (including reports, electronic payment requests, and communications) must be processed through the SFC system.

4.3 In accordance with Article 3 of Annex II, the Organization shall provide an interim report and a management statement on March 1st of each year, starting from the year following entry into force indicated in Article 2.1. Each interim report and the final report shall be accompanied by an audit opinion issued by an independent audit body on the Organization's operational plan, notably regarding the correct application of the procedures referred to in Article 6 of Annex I. This opinion also determines whether the control systems in place are functioning properly and are cost-effective, and whether the underlying operations are legal and regular. It will also state whether the audit casts doubt on the assertions made in the management statement.

4.4 The contribution from NDICI funds to the program is paid into the Organization's bank account, which shall provide the references to the Contracting Authority (Annex 5).

Article 5 – Language of Communication and Contact Addresses

5.1 All communication to the Contracting Authority regarding the Agreement, including the reports referred to in Article 3 of Annex II, will be written in French.

5.2 All communications related to the Agreement must be in writing, referencing the CCI number and the title of the Action, and sent to the addresses listed below.

5.3 Subject to Article 4.3, all communications related to the Agreement, including payment requests and attached reports, as well as requests for changes to bank account details, shall be sent to the following recipients:

For the Contracting Authority

European Commission,
Directorate-General for Regional and Urban Policy,
1049 Brussels,
Belgium

For the Organization

CONSEIL REGIONAL DE LA REUNION
Hôtel de Région Pierre LAGOURGUE
Avenue René Cassin Moufia B.P 67190
97801 SAINT DENIS MESSAG CEDEX 9

5.4 Postal mail is considered received on the date it is officially registered at the address specified above.

5.5 The contact person within the Organization who is duly authorized to cooperate directly with the European Anti-Fraud Office (OLAF) to facilitate its operational activities is: the Head of the Audit and Management Systems Service of the Organization - Mr. Nicolas PICARD.

5.6 All exchanges concerning the rapid detection and exclusion system take place between the Contracting Authority and the authorized person appointed by the Organization, who is: the Head of the Audit and Management Systems Service of the Organization - Mr. Nicolas PICARD.

Article 6 - Annexes

6.1 The following documents are attached to these specific conditions and form an integral part of the agreement:

Annex I: Description of the action (including the logical framework of the action)

Annex II: General conditions for contribution agreements

Annex III: Budget of the action

Annex IV: Payment request template

Annex V: Financial identification form

Annex VI: Management declaration template

6.2 In the event of a conflict between these specific conditions and the attached annexes, the provisions of the former shall prevail. In the event of a conflict between the provisions of Annex II and those of other annexes, the provisions of Annex II shall prevail.

Article 7 – Additional Specific Conditions Applicable to the Action²

7.1 The following provisions complete Annex II:

For the costs of a project office:

7.1.1 When the implementation of the action requires the establishment or use of one or more project offices, the Organization and/or the partner(s) may declare as eligible direct costs the capitalized costs and operating expenses of the office structure, providing all the following conditions are met:

a) They meet the eligibility criteria for costs set out in Article 16.1 of Annex II;

b) They fall under one of the following categories:

i) Costs of staff, including administrative and management staff, directly engaged in the operations of the project office. The tasks listed in the action description (Annex I) that are undertaken by the staff assigned to the project office are directly attributable to the implementation of the action;

ii) Travel and accommodation costs for staff and other persons directly engaged in the operations of the project office;

iii) Depreciation costs, rental or leasing costs for equipment and goods that constitute the project office;

iv) Maintenance and repair costs specifically intended for the operations of the project office;

v) Costs for consumables and supplies specifically purchased for the operations of the project office;

vi) Costs for IT services and telecommunication services specifically purchased for the operations of the project office;

vii) Energy and water supply costs specifically provided for the operations of the project office;

viii) Costs of infrastructure management contracts, including security and insurance fees specifically allocated for the operations of the project office;

c) When project office costs are declared as actual costs, the Organization and/or the partner(s) may only declare the portion of the capitalized costs and operating expenses corresponding to the duration of the action and the actual usage rate of the office for the action;

7.2 The following provisions complete Annex II:

7.2.1 Article 1 is supplemented with the following definitions:

EU Restrictive Measures: Measures adopted under the Treaty on the European Union (TEU) and the Treaty on the Functioning of the European Union (TFEU).

Person Subject to Restrictions: Entities, individuals, or groups of individuals designated by the EU as subject to restrictive measures³.

7.2.2 Article 2 is supplemented as follows:

(a) In their contractual relationship, the parties acknowledge that under EU law, no EU funds or economic resources shall be made available, directly or indirectly, to persons subject to restrictions or for their benefit.

(b) The Organization ensures that no transaction subject to a positive match checked against the EU sanctions list benefits, directly or indirectly, from EU funding. The Organization commits to doing so i) by checking positive matches against the EU sanctions list before entering into any direct contract and ii) at later stages based on the Organization's risk-based due diligence obligations.

The Organization will implement this obligation through the following measures:

(i) The Organization checks positive matches against the EU sanctions list before entering into relevant agreements and making payments under those agreements for each contractor and beneficiary with whom the Organization has or is expected to have a direct contractual relationship, to determine whether the beneficiary is a person subject to restrictions.

(ii) The Organization ensures, through analysis or other appropriate means (which may include post-checks) based on a risk-based approach, that no entity with or expected to have a direct contractual relationship with a beneficiary receiving EU funding ("indirect beneficiary") is a person subject to restrictions.

³ La liste consolidée (la «liste des sanctions de l'UE») est actuellement disponible à l'adresse suivante: <https://data.europa.eu/euodp/en/data/dataset/consolidated-list-of-persons-groups-and-entities-subject-to-eu-financial-sanctions>. Il convient de noter que le Journal officiel de l'UE est la source officielle du droit de l'Union et que, en cas de conflit, son contenu prévaut.

(c) If the Organization considers that any beneficiary of EU funds referred to in points b) i) and b) ii) is a person subject to restrictions and decides that the transaction should proceed despite a positive match with the EU sanctions list, the Organization will promptly inform the contracting authority. If the contracting authority believes that the use of EU funding under the agreement would violate EU restrictive measures, it will inform the Organization within twenty-five (25) days from receipt of the Organization's notification. If the contracting authority does not inform the Organization within this period, it is deemed to have no objection.

(d) If the contracting authority does not inform the Organization as described above, the Organization and the contracting authority will promptly consult to determine the corrective actions to be taken in accordance with the legal framework applicable to each party. These measures may include, but are not limited to: (A) reallocation of the corresponding share of EU funding, minus any costs incurred by the Organization for conducting procurement procedures, except in cases of gross negligence or intentional wrongdoing by the Organization; (B) recovery by the contracting authority from the Organization of EU funding provided, directly or indirectly, for the benefit of a beneficiary referred to in points b) i) and b) ii) who is a person subject to restrictions under the agreement. Where applicable, a combination of corrective measures may be applied. Where corrective measures cannot be agreed or if the Organization decides to proceed with a transaction, the corresponding amount is not charged (including through a notional approach) to i) the action when it is solely funded by the EU, or if the action is multi-donor and the maximum EU contribution is expressed as a percentage of total eligible costs of the action; or ii) to the EU contribution in all other cases. This provision does not affect any rights the contracting authority may have to suspend or terminate the agreement or recover any EU funding provided by the contracting authority to the Organization.

(e) Corrective measures will be determined in accordance with the principle of proportionality. Corrective measures only apply to EU funds made available to or for the benefit of a beneficiary referred to in points b) i) and b) ii), during the period in which the beneficiary remained a person subject to restrictions.

(f) For clarity, the parties acknowledge that if a beneficiary of EU funding becomes a person subject to restrictions after the EU funding has been made available to that beneficiary or for their benefit, points c) and d) do not apply to the EU funding made available to the person subject to restrictions or for their benefit before they were listed.

(g) Points a) to f) above are without prejudice to any exceptions provided by the EU restrictive measures.

(h) The contracting authority will not intervene in the selection and dialogue processes of the Organization with recipients, in full compliance with the Organization's regulations and rules.

7.3 The parties accept the validity of any qualified electronic signature used for signing this agreement and recognize it as a handwritten signature.

7.4 If applicable, eligible direct costs may be declared using the simplified cost options mentioned in Articles 16.6 to 16.10 of Annex II. The methods used by the Organization to determine these costs are clearly described and established in Annex III of this agreement.

7.5 Article 19 of Annex II of the agreement does not apply.

The agreement is issued in two original copies, signed by the contracting authority and the Organization, one for each party, in French.

Signed, on behalf of the Commission (The Contracting Authority),

Themis CHRISTOPHIDOU
Director-General
Directorate-General for Regional and Urban Policy

.....
(signature)
Brussels, date

Signed on behalf of the Managing Authority of the Interreg programme,
exact name of the authority (The Organization)
Madam/Sir / position
REGIONAL COUNCIL OF REUNION

.....
(signature)
Saint Denis, date

Annex 1 to the Contribution Agreement

1. Presentation

1.1 Context

The regional integration of the European Outermost regions (ORs) through enhanced cooperation with neighbouring countries has been a key objective and pillar of the EU strategy for these regions since 2004, reiterated in successive communications issued by the European Commission.¹

The Interreg VI-D "Indian Ocean" program is the third generation of programs managed by the Regional Council of Reunion in the Indian Ocean region since cooperation was integrated into the cohesion policy in 2006. The program benefits from a European Union (EU) contribution of EUR 62,252,459, almost equivalent to the EU contribution received for the period 2014-2020 (EUR 63.15 million).

Overall, the program continues the previous programming period in terms of geographical scope and thematic allocation of expenditure. It covers the outermost regions of Reunion and Mayotte, one overseas country and territory (French Southern and Antarctic Territories - TAAF), and eleven third-party countries: Comoros, Madagascar, Mauritius, Seychelles, Kenya, Mozambique, Tanzania, Australia, India, the Maldives and Sri Lanka.

The program identifies health, exposure to natural hazards, climate change and dependence on fossil fuels, biodiversity conservation, waste management, and limited youth access to employment as common challenges in the field of cooperation. Given these challenges, the main investment priority is research and innovation. Additionally, the program aims to strengthen cooperation in this area by facilitating small-scale projects for civil society actors and taking into account synergies and complementarities with other programs and funds.

The program complies with the topical focus established for Component D (Article 15 of Regulations (EU) 2021/1059). It is aligned with climate change objectives (33.7%) and contributes 13% of its total amount to EU biodiversity, exceeding the targets of 7.5% in 2024 and 10% in 2026 set by the multiannual financial framework. The program adheres to the "Do No Significant Harm" (DNSH) principle as well as the New European Bauhaus initiative.

The program identifies supported projects under the specific Interreg objective "Better Governance," which aims to strengthen the sense of belonging to an Indian Ocean community and enhance institutional actors' skills. The regional Indian Ocean platform bringing together Red Cross societies in the region is also considered a strategically important operation.

¹ COM(2022) final 198 on 3.5.2022 "Giving priority to citizens, ensuring sustainable and inclusive growth and liberating the potential of EU Outermost Regions."

1.2 Objective of the Agreement

In accordance with Article 7 of Regulation (EU) 2021/1060² of the European Parliament and the Council, and Article 55.3.b of Regulation (EU) 2021/1059³, the Commission, with the agreement of France and the Regional Council of Reunion, has decided to implement cooperation involving the outermost regions under the "European Territorial Cooperation" (Interreg) objective within the framework of indirect management for IVCDCI funding. Article 62.1.c of Regulation (EU, Euratom) 2018/1046 (hereinafter the "Financial Regulation")⁴ and Regulation (EU) 2021/947 establishing the Neighbourhood, Development, and International Cooperation Instrument – Global Europe⁵ apply to the IVCDCI funding of the "Interreg VI-D Indian Ocean" program for the period 2025-2027 (hereinafter the "program").

The present agreement sets out the conditions for financing and implementation under indirect management of the IVCDCI contribution to the program, as approved by Decision C(2025)XXX amending decision C(2022)9625 of December 13, 2022 approving the Interreg VI-D Indian Ocean program.

1.3 Expected Outcome

The main expected outcome is to strengthen the cooperation of outermost regions with third-party countries, in order to facilitate their regional integration and harmonious development within their neighbourhood.

In its communication on a new strategy for the ORs⁶, the Commission has emphasized the importance of cooperation with neighbouring countries and territories for the economic development and regional integration of these regions. It has also committed to facilitating the implementation of projects co-financed by the ERDF and IVCDCI.

2. Implementation

2.1 Strategy and Logical Framework

The strategy is described in Section I of the Indian Ocean program.

The logical framework for intervention ("Strategy") is outlined in Section I of the Interreg (VI-D) Indian Ocean program and is also annexed to the present document.

2.2 Priority areas of Intervention

² Regulation (EU) 2021/1060 of the European Parliament and of the Council of 24 June 2021, laying down common provisions on the European Regional Development Fund, the European Social Fund Plus, the Cohesion Fund, the Just Transition Fund, and the European Maritime, Fisheries and Aquaculture Fund, and establishing financial rules applicable to these Funds, as well as to the Asylum, Migration and Integration Fund, the Internal Security Fund, and the Instrument for Financial Support for Border Management and Visa Policy (*OJ L 231 of 30.6.2021, p. 159*).

³ OJ L 231 of 30.6.2021, p. 94.

⁴ JO L 193 of 30.7.2018, p. 1.

⁵ OJ L 209 of 16.6.2021, p. 1-78.

⁶ COM(2022) final 198 of 3.5.2022 "Giving priority to citizens, ensuring sustainable and inclusive growth, liberating the potential of the EU outermost regions."

The contribution agreement program is structured around the issue of climate resilience, through two priorities of the Interreg (VI-D) Indian Ocean program:

- **"Strengthening collaborative research and economic cooperation" (Priority 1).**
The challenges of climate change affecting the Indian Ocean area are significant, impacting both populations and their livelihoods. Research is being applied regionally as a response to these global disruptions. A transition to more sustainable and productive agricultural and food systems is essential. This priority will support collaborative research promoting improved agro-ecological practices to ensure sufficient and high-quality food for the Indian Ocean populations.
- **"Enhancing the resilience and sustainable development of territories" (Priority 2).**
In the face of the various natural hazards exacerbated by climate change, it is necessary to strengthen the prevention, preparedness, and response capacities of Indian Ocean actors in disaster risk management. Additionally, it aims to increase regional monitoring and surveillance capacities.

2.3 Implementation Period

The implementation period is specified in Article 2 of the contribution agreement.

2.4 Location

The final beneficiaries eligible for funding under the contribution agreement will be located in the following countries: Comoros, Madagascar, Mauritius, Seychelles, Kenya, Mozambique, and Tanzania.

2.5 Organizational Structure and Responsibilities

The contribution agreement is signed and managed by the Regional Council of Reunion. The Regional Council of Reunion will determine procurement and grants, award procedures, allocate, apply, and close legal commitments ("individual agreements") signed with action beneficiaries ("agreement"), and ensure the proper execution of all the clauses of individual agreements in accordance with its internal rules.

Project selection will follow the procedures described in Section 4 of the revised Indian Ocean program (date to be specified).

Each project will involve at least two beneficiaries, with at least one located in an EU Member State and at least one in a partner country mentioned in Section 2.4.

2.6 Reports

The reporting obligations are mentioned in Article 4 of the contribution agreement and Article 3 of the general conditions.

2.7 Communication and Visibility

Communication and visibility, as mentioned in Article 7 of the general conditions, will be carried out in accordance with the provisions described in Section 5 of the Indian Ocean program.

The communication costs of a project constitute an eligible expense for that project. The Regional Council of Reunion is responsible for the correct execution of the communication

plan, including the obligations mentioned in Article 36 of Regulation 2021/1059 (INTERREG).

2.8 Assessment

The assessment obligations are mentioned in Article 9 of the general conditions. Assessment exercises will be conducted jointly through the assessment plan approved by the Indian Ocean program Monitoring Committee.

The following ERDF-ETC indicators⁷ must be included each year in the interim annual report:

Application Indicators:

- Indicator RCO 007 (Research organizations participating in joint research projects) - Target to be achieved by the program's closure: 70
- Indicator RCO 116 (Jointly developed solutions) - Target to be achieved by the program's closure: 60
- Indicator RCO 024 (Investments in new or upgraded systems for disaster monitoring, preparedness, alert, and response) - Target to be achieved by the program's closure: €6,026,540 (ERDF)
- Indicator RCO 081 (Participation in joint cross-border actions) - Target to be achieved by the program's closure: 385
- Indicator RCO 085 (Participation in joint training actions) - Target to be achieved by the program's closure: 1,110

Result Indicators:

- Indicator RCR 104 (Solutions adopted or developed by organizations) - Target to be achieved by the program's closure: 50
- Indicator RCR 081 (Successfully completed joint training actions) - Target to be achieved by the program's closure: 1,110
- Indicator ISR 001 (Population made aware of natural and health risks) - Target to be achieved by the program's closure: 25,000

Additionally, the projects may contribute to the following indicators:⁸

- The proportion of women participating in project implementation.
- The number of ultimate beneficiaries (target audiences) of IVCDCl-ERDF joint projects implemented under this framework (disaggregated by gender).

⁷ It is understood that the targets provided correspond to the indicators of the Interreg (VI-D) Indian Ocean program (*concerned specific objectives*). The IVCDCl-FEDER action will contribute, but will not, in itself, enable targets to be achieved.

⁸ The target value will be specified in the first annual interim report.

3. Budget

The budget is specified in Annex III of the contribution agreement.

4. Audits, Controls, and Irregularities

4.1 Obligations

The obligations related to audits, controls, and irregularities are mentioned in Articles 2.6, 3.7, and 15 of the General Conditions and Article 4.3 of the contribution agreement.

4.2 Eligibility of Audit Costs

The audit costs mentioned in point 6.1 of this annex will be eligible for funding under the action's budget, either as remuneration for the organization or as a cost for each project. The choice of eligibility of audit costs will be specified in each agreement signed with a final beneficiary.

5. Recovery

The provisions related to recovery are mentioned in Article 14 of the general conditions.

6. Horizontal Principles

The obligations regarding compliance with the horizontal principles are mentioned in Section 4 of the Indian Ocean program.

7. First-Year and Overall Work Program

In accordance with Article 3.1 of the general conditions, the first-year work program is detailed below:

1. **Step 1:** Signature of the contribution agreement.
2. **Step 2:** Presentation of the call for projects (CfP) to the steering committee.
3. **Step 3:** Exchange and information sessions with all partners (concertation committee) : EU delegations of Mauritius and Madagascar, Interreg focal points officially nominated of partner countries, regional offices of regional council) on the implementation of the INTERREG VI program, particularly the IVCDCl-ERDF CfP (dissemination of the CfP within partner countries, communication, etc.).
4. **Step 4:** Launch of the CfP.
5. **Step 5:** Reception of project proposals.
6. **Step 6:** Transmission of projects for review to the relevant EU Delegations.
7. **Step 7:** Evaluation of projects by the Managing Authority's departments.
8. **Step 8:** Selection of projects by the steering committee.
9. **Step 9:** Implementation of contractual agreements with pilots of projects.

10. **Step 10:** Start of field operations (some preliminary and preparatory expenses may already have been incurred by the beneficiaries).

Indicative Work Plan:

The call for projects launched in the first year following the signing of the contribution agreement is intended to cover the entire implementation period. However, if this initial call does not enable allocation of the full budget, additional calls for projects may be published.

An annual monitoring of the progress of selected projects is planned, notably in order to:

- Ensure the implementation of the IVCDCl action.
- Prepare the reporting obligations to be carried out for the European Commission.
- Enable the issuing of the annual management declaration.
- Implement specific communication actions to demonstrate the joint intervention and complementarity of ERDF and IVCDCl funding.

8. Project Office(s) and Coordination Unit(s)

In accordance with paragraph 2 of Article 46 of Regulation 2021/1059, for Interreg programs also supported by EU external financing instruments, one or more branches of the Joint Secretariat may be established in one or more partner countries to perform the Secretariat's tasks closer to the beneficiaries and potential partners of the partner country. These branches are funded by the ERDF.

In accordance with paragraph 1 of Article 7 of the contribution agreement, the organization may establish one or more project offices in one or more partner countries to carry out the organization's tasks, except for those assigned to the Joint Secretariat. These offices are funded by the IVCDCl – Global Europe.

9. Additional Rules

Before publishing the call for projects, the steering committee will decide on the functions and responsibilities of the lead beneficiary (ERDF), who will also act as the project coordinator for the IVCDCl-Global Europe funding component.

After the call for projects is published, project applications will be submitted by the main beneficiary (ERDF), who will also act as the project coordinator for the IVCDCl-Global Europe funding component.

ANNEX 1a: LOGICAL ACTION FRAMEWORK

	Description	Expected results	Indicative cost €	Indicators	Sources of control	Hypotheses
1. Observation	The Indian Ocean zone is highly impacted by climate change and its consequences on several levels (intensification of natural hazards, disruptions to agricultural production and impact on food security for populations etc.)					
2. General objective of the IVCDCl contribution to the Interreg program	"Reinforcing resilience to climate change in the Indian Ocean zone"					

3. Specific objective N° 1	Reinforcing sustainable food security in the Indian Ocean zone (Relevant priority of Interreg Program: Priority 1 – <i>Consolidating collaborative research and economic cooperation</i>)	<ul style="list-style-type: none"> - Reinforcing Cooperation between regional actors (institutions, research structures, farmers etc.) - Applying concrete solutions aimed at sustainable agricultural systems in the countries concerned 	2.5 million	<ul style="list-style-type: none"> - RCO Indicator 007 (Research organizations participating in joint research projects) - target objective to be achieved by the closure of the program: 70 - RCO Indicator 116 (Jointly developed solutions) - target objective to be achieved by the closure of the program: 60 - RCR Indicator 104 (Solutions adopted or developed by organizations) - target objective to be achieved by the closure of the program: 50 <p><u>Specific indicators</u> (Target values will be provided in the first annual interim report):</p> <ul style="list-style-type: none"> - Proportion of women participating in the implementation of the project; - Number of ultimate beneficiaries (target population) of the joint IVCDI-ERDF projects implemented under the program (disaggregated by gender). 	Deliverables / operation reports	Favourable political and health context of the countries involved enabling optimum implementation of projects selected
4. Specific objective N° 2	Reinforcing disaster risk prevention in the south-west Indian Ocean zone (Priority of the Relevant Interreg program: Priority 2. - <i>Reinforcing the resilience and sustainable development of territories</i>)	<ul style="list-style-type: none"> - Setting up monitoring and surveillance actions for natural disasters - The local populations (institutional actors, civil society, school, pupils etc.) are trained and made aware of 	2.5 million	<ul style="list-style-type: none"> - RCO Indicator 024 (Investments in new or renovated systems for monitoring, preparedness, early warning, and response to natural disasters) - 	Deliverables /operation reports	Favourable political and health context of the countries involved enabling optimum implementation of projects selected

		management of major hazards		<p>target objective to be achieved by the closure of the program: €6,026,540</p> <p>- RCO Indicator 081 (Participation in cross-border joint actions) - target objective to be achieved by the closure of the program: 385</p> <p>- RCO Indicator 085 (Participation in joint training actions) - target objective to be achieved by the closure of the program: 1,110</p> <p>- ISR Indicator 001 (Populations made aware of natural and health risks) - target objective to be achieved by the closure of the program: 25,000</p> <p><u>Specific indicators</u> (target values will be provided in the first annual interim report):</p> <p>- Proportion of women participating in the implementation of the project;</p> <p>- Number of ultimate beneficiaries (target audiences) of joint IVCDI-ERDF projects implemented under the program</p>		
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				(disaggregated by gender).		
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(Les notes de bas de pages) :

The target value will be specified in the **first annual interim report**.

ANNEX 3**Contribution Agreement**

Interreg Indian Ocean-D Program

Budget Details

Total Projects	4650000
Priority 1 (indicative value)	2 325 000
Priority 2 (indicative value)	2 325 000
<i>N.B : the ventilation between the two priorities is indicative</i>	

Total Remuneration	350000
Priority 1	
Priority 2	
<i>Indicative value</i>	
Communication	50000
Evaluation	50000
Audit	150000
Staff	100000
Other	XXXXXX

Total Contribution Agreement	5000000
Priority 1	2 500 000
Priority 2	2 500 000
<i>N.B : the ventilation between the two priorities is indicative</i>	

Appendix VI

Management declaration [global]

I, the undersigned, <insert first name and surname>, in my capacity as <insert function of entity or person responsible for implementation>, confirm that in relation to the <insert/complete in case of introduction of a management declaration for a single contribution/guarantee agreement: [[contribution agreement] [financial instrument contribution agreement] [guarantee agreement] <insert agreement reference>, (the “agreement”)] Insert in the event of the introduction of a global management declaration covering all contribution agreements and/or contribution agreements for financial instruments and/or guarantee agreement(s) between the contracting administration and the organization: [the agreements listed below], based on my own judgment and the information available to me, including the results of audits and controls carried out:

1. The information provided for Contribution Agreements and/or Contribution Agreements for Financial Instruments, insert: in accordance with Article 3 of the General Terms and Conditions of the Agreement(s) for Guarantee Agreements, where applicable, insert: [and] in accordance with the financial reporting requirements of [the] Guarantee Agreement(s) for the financial year from dd/mm/yyyy to dd/mm/yyyy is presented appropriately and is complete, accurate, complete and in accordance with the financial reporting requirements of [the] Guarantee Agreement(s), insert: [and] in accordance with the financial reporting requirements of [the] Guarantee Agreement(s) for the financial year from dd/mm/yyyy to dd/mm/yyyy are presented in an appropriate manner and are complete and accurate Insert/complete in the event of the introduction of a global management declaration covering all contribution agreements and/or contribution agreements for financial instruments between the contracting authority and the organization: [for the following agreements:

1. <insert agreement references>; add lines below if necessary
2. <...>.]

If, at the time of signing this management declaration, there are still agreements in progress for which there was not yet an obligation to declare, insert: [Note that at the time of signing this management declaration, the following agreements were not yet subject to the obligation to declare in accordance with the contractual conditions:

1. <insert agreement references>; add lines below if necessary
2. <...>.]

2. If this management declaration covers contribution agreement(s) and/or contribution agreement(s) for financial instruments, insert: [credits] [and] If this management declaration covers guarantee agreement(s), insert: [amounts available under the guarantee] have been used in accordance with their intended purpose as set out in [the] agreement(s).

3. The control systems in place provide the necessary guarantees that the underlying transactions have been managed in accordance with the provisions of [the][the] agreement[s].

4. The organization has carried out the activities in accordance with the obligations set out in [the] convention[s] by applying its own rules and procedures, where applicable, and taking into account the ad hoc measures agreed with the European Commission concerning:

- a) internal control;
- b) accounting system;
- c) external audit ;
- d) exclusion from access to financing;
- e) publication of information on recipients;
- f) protection of personal data;

Add one or more of the following options, as appropriate:

- g) [award and management of grants;]
- h) [award and management of public contracts;]

- i) [Financial instruments] Assuming that one or more of the optional sub-pillars 6b and/or 6c have been assessed, and if applicable, add if necessary: [, including [tax fraud and non-cooperative countries and territories] [and] [the fight against money laundering and the financing of terrorism]].
5. No substantial change that has not already been notified to the European Commission undermines the rules and procedures [is subject to ex ante pillar assessment] / [is subject to assessment by the European Commission for the purpose of granting a derogation from the ex ante pillar assessment requirement].
6. If the organization has found irregularities or fraud in the management of the Union's contribution under [the] convention[s], it has notified the European Commission and the contracting administration and informed them of the measures taken in this respect.
7. If the organization has identified a situation of exclusion, within the meaning of its own rules and procedures and taking into account any ad hoc measures set out in [the] convention[s], with regard to the implementation of [the] convention[s] and during the period of implementation of [the] convention[s], or if it has identified that any information transmitted needs to be rectified, updated or deleted, the organization has notified the European Commission.

I further confirm that I am not aware of any undisclosed facts that could be detrimental to the interests of the European Union.

[However, the following reservation(s) must be noted:

<present and explain the reservation(s)>]

<indicate place and date>

.....

(signature)

<insert first name and surname>

Sections of the Interreg VI IO program to be modified (SFC)

INITIAL DRAFT RETAINED

PROPOSED MODIFICATION (removals, additions)

Part 1: Common strategy of the program: summary of key common challenges, taking into account economic, social, and territorial disparities and inequalities, (...) as well as macro-regional strategies and strategies related to maritime basins when the program area is fully or partially covered by one or more strategies

In subsection 1.2.1.c - A necessary strengthening of complementarity between EU cooperation policy instruments and regional policy

The EU's international cooperation policy is undergoing significant changes for 2021-2027, with the integration of its funding into the EU budget paving the way for new operational procedures for articulating funding for cooperation.

Two new instruments enable cooperation with Outermost Regions (EOR/RUP):

- Instrument dedicated to OCTs (Overseas Countries and Territories): Overseas Association Decision (OAD);
- Instrument dedicated to third-party States : Neighbourhood, Development and International Cooperation Instrument (NDICI).

The 2021-2027 indicative multiannual programming (IMP/PIP) by country was adopted in December 2021. The MIPs for the IO countries mention the complementarity to be sought with the Interreg OP.

Thus, the MIP of South Africa specifies: "The concept of 'Total Official Support to Sustainable Development' will be promoted. For the ER, this means strong articulation of this MIP with Erasmus+, Horizon Europe, or the European Regional Development Fund (ERDF) (in particular the INTERREG program involving the outermost region of Reunion)," as well as that of Mozambique: "Given Mozambique's proximity to France's outermost regions in the Indian Ocean, Mayotte, and Reunion, synergies between NDICI-GE and the European Regional Development Fund (ERDF) will be sought for the implementation of cooperation projects in relevant areas implemented in the INTERREG programs."

The MIP for Sub-Saharan Africa encourages the implementation of methods made available through NDICI, OAD, and the CTE regulations for actions including the EU's Outermost Regions.

Moreover, EU delegations can mobilize the 'Technical Cooperation Facilities' tool to support their cooperation actions. The EU delegation in Mauritius launched a 2-year study entitled "Facility for Regional Cooperation in the Indian Ocean Region." The FRCI notably aims to define a method for coordinating Interreg and NDICI funding in areas of possible enhanced synergies, as well as a project action document for IOC programs within the framework of the regional INDICI MIP. The FRCI echoes Priority 4 of the Interreg VI IO program "Strengthening Cooperation Governance in the Indian Ocean," which also includes better articulation of Interreg and NDICI funding.

Each year, the EC will adopt action plans defining the implementation of the MIPs.

In place of the above text, the following paragraph could be inserted:

In order to strengthen cooperation between the Outermost Regions and neighboring third-party countries and to promote their regional integration, the Commission has decided to transfer a budget of 5 million euros from NDICI, under indirect management, to the Reunion Regional Council. Joint NDICI-

ERDF calls for projects will be set up on the topic of climate resilience, particularly focusing on the following priorities:

"Reinforcing collaborative research and economic cooperation" (Priority 1).

Indicative amount: 2.5 million euros.

The challenges of climate change affecting the Indian Ocean zone are significant as they impact both populations and their livelihoods.

Applying research to address the challenges posed by these global disruptions is one of the solutions implemented regionally. Since a shift towards more sustainable and productive agricultural and food systems is essential, the aim will be to support collaborative research that promotes improved agro-ecological practices. The objective is to ensure that the populations of the IO zone have sufficient and good quality food.

"Enhancing the resilience and sustainable development of territories" (Priority 2).

Indicative amount: 2.5 million euros.

Given the various natural risks exacerbated by climate change, it is necessary to strengthen the prevention, preparedness, and response capacities of Indian Ocean actors regarding disaster risk management and to increase their capacity for monitoring and surveillance at a regional level.

The conditions for implementing this contribution under indirect management in accordance with Article 55(3)(b) of Regulation (EU) 2021/1059 are determined by a contribution agreement signed between the Commission and the Managing Authority.

Part 4: Measures taken to involve relevant partners of the program in preparing the Interreg program and the role of these partners in implementation, monitoring, and assessment

In subsection 4.2 - Implementation, monitoring, and assessment methods of the Interreg 2021-2027 OP

- **Steering committee**

The Monitoring Committee constitutes a steering committee which acts under its responsibility for the selection of operations in accordance with article 22 of regulation (EU) 2021/1059. The steering committee will involve the partners of the participating Member State : the Region, the Prefecture and the Department of La Réunion, the two consultative councils of La Réunion (CESER and CCEE) as well as the Department of Mayotte when projects submitted by Mayotte actors are examined. The steering committee will also include a representative of the Indian Ocean Commission (IOC) and the Indian Ocean Rim Association (IORA).

It should be noted that that the program complies with:

- the horizontal principles set out in Article 9 of Regulation (EU) No. 2021/1060 laying down common provisions for the European Regional Development Fund, the European Social Fund plus, the Cohesion Fund, the Just Transition Fund and the European Fund for Maritime Affairs, Fisheries and Aquaculture, and establishing the financial rules applicable to these Funds and to the Asylum, Migration and Integration Fund, the Internal Security Fund and the financial support instrument for border management and visa policy;

- the general principles set out in Article 8 of Regulation (EU) No. 2021/947 establishing the European Neighborhood, Development and International Cooperation Instrument;

- Article 2. 9 of the general conditions (Annex II) of the NDICI contribution agreement.

For projects mobilizing ERDF funding in conjunction with NDICI funding, as provided in the multiannual indicative programs of the Indian Ocean countries, the selection will be managed by an ad hoc steering committee in accordance with Article 22 of Regulation (EU) 2021/1059 ("COPIL Interreg-NDICI"). This Committee will involve the contact point designated in accordance with Article 54 of Regulation (EU) 2021/1059 for each country concerned by the projects on the agenda.

- **Interreg Framework Agreements**

The Interreg framework agreements between the Managing Authority (MA) and willing third-party countries, established within the governance framework of the 2014-2020 program, have made it possible to strengthen the involvement of third-party countries in the implementation of the program. These tools will be continued for the 2021-2027 program. These Interreg framework agreements, the model of which will be presented to the program's monitoring committee, will specify:

- Composition and role of local monitoring committees, support mechanisms mobilized, and missions of the Interreg focal point or reference.
- Commitments and obligations of the third-party country in the event of ERDF funded amounts spent in the third-party country, as well as the audit and monitoring procedures for these amounts spent, in order to ensure compliance with the Managing Authority's obligations to the CICC.

In Subsection 4.3 - Coordination

- **NDICI-ERDF Concertation Committee:**

Consultation meetings (with a target of four times a year, by videoconference or face-to-face) with the European Union delegations based in Mauritius and Madagascar, as coordinators of the European Union delegations based in the third countries concerned by NDICI, DG REGIO and the Interreg national focal points.

These meetings will enable :

- sharing of information on calls for projects launched by the EU in the Indian Ocean region in the fields covered by the Interreg program;

- sharing of information on published and forthcoming Interreg calls for expressions of interest, as well as on Interreg projects currently being supported (before applications are submitted) by Région Réunion;

- examination of joint NDICI-FEDER calls for projects, review of applications submitted (with detailed advice from the European Union delegations to be forwarded to the steering committee);

- discussions on themes of common interest, joint communications initiatives, etc.

The multiannual indicative programs (MIPs), defining the priority fields of cooperation between the EU and partner countries for the 2021-2027 period, under the NDICI-Global Europe financial instrument, were adopted by the European Commission on December 21, 2021 (and on December 17, 2021, for the French Southern and Antarctic Territories).

For the countries of the IOC, these MIPs identify the connection with the Interreg VI IO Operational Program as an element to be reinforced (see section 1.2.1 C).

Coordination with NDICI funding will be examined within a dedicated body, whose composition, meeting frequency, and role will be defined with the relevant EUD, based on the provisions for coordination that will be adopted.

In the case of a mixed management structure corresponding to option b) in Article 53 of Regulation (EU) 2021/1059 (shared management for the ERDF and indirect management for NDICI), the Managing Authority may consider a global grant to FDA for targeted themes such as health and food security.

A legal and organizational study, prior to any delegation of ERDF fund management by the MA to an intermediary body (FDA), a beneficiary of NDICI and an accredited operator for indirect management funded by DOM (French Overseas Department) funds is underway. It aims to facilitate the mobilization of complementary financial mechanisms and identify sectors where the potential for joint mobilization of ERDF Interreg and external EU support instruments would be the greatest.

Part 5 : Communication

Preamble: The provisions of this chapter concern the management of ERDF appropriations, since those applicable to NDICI appropriations are included in the NDICI contribution agreement signed with the European Commission. See Chapter 7.

Deletion of the paragraph on NDICI/DUE joint operations.

Deletion of the paragraph "For actions that would be supported by the NDICI (...) concerned

Part 7 : Implementing dispositions

7.1:

=> The whole first line : Mr. Jean-Philippe Donjon de Saint-Martin - President of ANAFE (not of the ICC)

=> Audit Authority "(ERDF only)".

7.3 :

=> Preamble: The provisions of this chapter concern the management of ERDF appropriations, since those applicable to NDICI appropriations are included in the NDICI contribution agreement signed with the European Commission.

=> Addition between paragraphs 3 and 4:

With the aim of strengthening the cooperation of the outermost regions with neighboring third countries and promoting their regional integration, the Commission has decided to transfer EUR 5 million of NDICI, under indirect management, to the Réunion region.

This modality, introduced in 2025, helps foster the emergence of joint projects combining ERDF and NDICI appropriations and facilitating expenditure in third countries.

This arrangement takes the form of an NDICI contribution agreement signed between the Réunion Region and the European Commission.

The audit authority's task relates exclusively to ERDF appropriations (excluding NDICI appropriations under indirect management).

=> Paragraph 4:

The mobilization of ERDF funding for beneficiaries established in third countries or EU countries outside the program area shall be subject to compliance by the partner countries with articles (cf. règ UE 2021/1059) 46.3, 46.4, 46.5, 46.6, 46.7, 46.8 and 46.9 and to the implementation of the audit arrangements provided for in Article 48. Furthermore, the mobilization of ERDF funding for beneficiaries established in a third State is conditional on the existence of an agreement signed by the third State containing the commitments and obligations of the third State as provided for in Chapter 4.2 'implementation', in order to ensure compliance with the obligations of the managing authority in relation to ANAFE.

INTERNAL RULES OF PROCEDURE OF THE MONITORING COMMITTEE FOR THE INTERREG VI-D INDIAN OCEAN PROGRAMME

The management of European programs for the 2021-2027 period is marked by significant developments resulting from EU regulations. For this period, the “European Territorial Cooperation” (INTERREG) objective includes Component D, dedicated to cooperation between European Outermost Regions (RUP/ORs) and third-party countries, partner countries or neighbouring Overseas Countries and Territories (OCTs), or with regional integration and cooperation organizations. This provides a framework conducive to regional integration and the harmonious and sustainable co-development of the Outermost Regions of Reunion, Mayotte, and their neighboring territories.

The Interreg VI-D Indian Ocean program (CCI 2021TC16FFOR004) was adopted on **December 13, 2022**, by the European Commission (**Decision - C(2022) 9625**).

Under Implementation Measure (EU) 2022/75 of January 17, 2022, the geographical area covered by the Interreg VI-D Indian Ocean program includes two French Outermost Regions: Reunion (*Managing Authority*) and Mayotte and thirteen third-party countries: Madagascar, the French Southern and Antarctic Territories (OCT), Mauritius, Comoros, Seychelles, Maldives, Australia, Mozambique, India, Kenya, Tanzania, Sri Lanka, and South Africa.

The Interreg VI-D Indian Ocean program, adopted on **December 13, 2022**, includes two French Outermost Regions : Reunion (*Managing Authority*) and Mayotte and eleven third-party countries: Madagascar, the French Southern and Antarctic Territories (OCT), Mauritius, the Comoros, Seychelles, Maldives, Australia, Mozambique, India, Kenya, and Tanzania.

If an agreement is reached with South Africa ~~and Sri Lanka~~, in accordance with Article 16.5 of Regulation (EU) 2021/1059, the program will be amended to include them as full participants.

Considering:

- Regulation (EU) No. 2021/1060 of the European Parliament and European Council of June 24, 2021, establishing common provisions for the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Maritime, Fisheries and Aquaculture Fund, and setting out financial rules applicable to these funds, as well as to the Asylum, Migration and Integration Fund, the Internal Security Fund, and the Instrument for Financial Support for Border Management and Visa Policy;
- Regulation (EU) No. 2021/1059 of the European Parliament and Council of June 24, 2021, laying down specific provisions for the “European Territorial Cooperation” objective (INTERREG) of the European Regional Development Fund and external financing instruments (in particular articles 2, 22, 28 to 30 and 37) ;

- Delegated Regulation (EU) No. 2021/1058 of the European Parliament and Council of June 24, 2021, regarding the European Regional Development Fund and the Cohesion Fund;
- Regulation (EU) 2021/947 of the European Parliament and of the Council of 9 June 2021 establishing the Neighbourhood, Development and International Cooperation Instrument - Global Europe (NDICI - Global Europe)
- Decree No. 2021-1884 of December 29, 2021, concerning the management of European programs related to cohesion policy, fisheries, and maritime affairs for the period 2021-2027;
- Implementation Measure (EU) 2022/74 of the European Commission of January 17, 2022, establishing the list of Interreg programs and indicating the total financial support from the European Regional Development Fund and external financing instruments of the EU for each program, as well as the list of amounts transferred between sections under the “European Territorial Cooperation” objective for 2021-2027;
- Implementation Measure (EU) 2022/75 of the European Commission of January 17, 2022, defining the geographical areas covered by the Interreg program eligible for support from the European Regional Development Fund and external financing instruments of the EU, distributed by component and by Interreg program under the “European Territorial Cooperation” objective;
- The General Local Authorities Code, particularly Articles L.1511-1-2 and L4221-5;
- Law No. 2014-58 of January 27, 2014, regarding the modernization of public territorial action and affirmation of metropolitan areas;
- Article 6 of Law No. 2017-1339 of September 15, 2017, regarding trust in political actions;
- Deliberations No. DCP2019_1082 of the Regional Council on December 10, 2019, and No. DCP2022_004 of February 25, 2022, concerning the Managing Authorities of European funds for the 2021-2027 programs, and the acknowledgment of receipt from the Prefect of Reunion dated May 6, 2022;
- The Interreg VI-D Indian Ocean program (CCI 2021TC16FFOR004), adopted on December 13, 2022, by the European Commission (Decision - C(2022) 9625) amended by implementing decision C(2025)XXX of...,
- The Contribution Agreement signed between the Commission and the Regional Council of Reunion island on .../.../2025,

ARTICLE 1 – ESTABLISHMENT

In accordance with Article 28 of Regulation (EU) 2021/1059, the following territories:

Réunion, Mayotte, Madagascar, the French Southern and Antarctic Territories, Mauritius, Comoros, Seychelles, Maldives, Australia, Mozambique, India, Kenya, and Tanzania, in agreement with the Managing Authority of the Interreg VI Indian Ocean Cooperation Program, represented by the President of the Regional Council, establish the Monitoring Committee for the Interreg VI-D Indian Ocean 2021-2027

program, named “CSI 21-27” and approve the present internal rules of procedure, to be published on the website: <http://www.reunioneurope.org>.

ARTICLE 2 - COMPOSITION

In accordance with Articles 8 of Regulation (EU) No. 2021/1060 and 29 of Regulation (EU) No. 2021/1059, the Monitoring Committee for the Interreg 2021-2027 program (CSI 21-27) consists of:

- Full members (with voting rights), listed in the annex of the present. This list may be updated as necessary.
- Advisory members participating in monitoring committee activities (without voting rights) are also listed in an annex to the present regulations.

Additionally, depending on the agenda, experts and qualified individuals may be invited to participate in the CSI 21-27.

The list of Monitoring Committee members can be consulted on the website: <http://www.reunioneurope.org>.

ARTICLE 3 – PRESIDENCY, FUNCTIONING, AND DECISION-MAKING

The Monitoring Committee for the Interreg 21-27 program (CSI 21-27) is chaired by the President of the Regional Council (or their representative), as the Managing Authority.

The Managing Authority determines the agenda for the Monitoring Committee of the Interreg program.

The Managing Authority convenes meetings, leads discussions, grants speaking rights, and announces decisions.

The Monitoring Committee of the Interreg 21-27 program meets at least once per year and more frequently if necessary, at the initiative of the Managing Authority.

Meetings of the Interreg 21-27 Monitoring Committee are held preferably in person, online (video-conference), or in a hybrid format (in person and video-conference).

All potential costs related to participation in the Monitoring Committee are covered by participating members. However, for delegations from overseas and to facilitate the participation of third-country delegations of the 21-27 Interreg programme, the basic principal is that accommodation costs for the Minister of Foreign Affairs (or designated representative) and the officially appointed focal point (“Interreg 21-27

focal point”) will be covered, in accordance with Article 54 of Regulation (EU) 2021/1059.¹

Each third-party State partner of the Interreg VI Indian Ocean programme will be asked to appoint a person as the contact point.

The presidency notes the decisions made by the full members during the plenary session of the Interreg 21-27 Monitoring Committee, according to the consensus rule, after consulting all members of the 21-27 CSI.

In the absence of a consensus, the presidency notes the decisions made during the plenary session of the Interreg 21-27 Monitoring Committee, after consulting all members of the CSI 21-27 (having voting rights), in application of the two-thirds majority rule.

All members will be informed of the observations made during the consultation process.

The members of the Interreg 21-27 Monitoring Committee are invited via an invitation letter from the Managing Authority sent electronically, three weeks before the meeting. They will also have access to working documents and the agenda no later than two weeks before the meeting through a downloadable link on the website <http://www.reunioneurope.org/>.

The draft minutes of the Interreg 21-27 monitoring committee conclusions will be sent in writing to the members within one month following the meeting.

In the absence of comments within fifteen days from the distribution date, the draft minutes will be considered approved. The minutes will be published by the Managing Authority on its website and on the website <http://www.reunioneurope.org/> for the public.

The Interreg 21-27 monitoring committee can also be consulted in writing, in exceptional cases, to address urgent matters, as appreciated by the Managing Authority. In such cases, members’ opinions must be provided within two weeks of the consultation launch date. If no response is received by that deadline, the opinion will be considered favorable. The members will be informed of the consultation results through a meeting report.

ARTICLE 4 - RESPONSIBILITIES²

The Interreg 21-27 Monitoring Committee examines:

a) the progress made in implementing the programme and achieving the intermediate values and target values of the Interreg programme;

¹ The costs of accommodation will be covered as from the day preceding the work of the CSI Interreg 21-27 monitoring committee and up to the day following the plenary session.

² In application of article 30 of (UE) regulations n°2021/1059

- b) the issues affecting the performance of the Interreg programme and the measures taken to address them;
- c) the progress made in conducting and synthesizing assessments, as well as actions taken based on the findings;
- d) the implementation of communication and visibility actions;
- e) the progress made in implementing strategic Interreg operations;
- f) the progress made in strengthening the administrative capacities of public institutions and beneficiaries, where applicable.

The Interreg 21-27 monitoring committee approves:

- a) the method and selection criteria for ERDF and ERDF-NDICI operations, including any modifications made;
- b) the assessment plan and any changes to it;
- c) any proposed amendments to the programme presented by the Managing Authority, including a transfer in accordance with Article 19, paragraph 5;
- d) the final performance report.

In accordance with Article 22 of EU Regulation No. 2021/1059, the Interreg 21-27 Monitoring Committee forms a steering committee, which acts under its responsibility for selecting operations. The steering committee is chaired by the representative of the Regional Council, Managing Authority.

The Interreg Indian Ocean Steering Committee 2021-2027 is divided into two parts:

- Part 1: Interreg Steering Committee (COFIL INTERREG);

- Part 2: NDICI-Interreg Steering Committee (COFIL NDICI-INTERREG).

Its members are as follows :

- a representative of the Regional Council of Reunion,
- a representative of the Departmental Council of Reunion,
- a representative of the Prefecture of Reunion,
- the President of the Regional Economic, Social, and Environmental Council (CESER) of Reunion or their representative,
- the President of the Council for Culture, Education, and the Environment (CCEE) of Reunion or their representative,
- a representative of the Departmental Council of Mayotte,
- a representative of the Prefecture of Mayotte,
- a representative of the CESER of Mayotte,
- a representative of the CCEE of Mayotte,
- a representative of the IOC,
- a representative of the IORA.

The joint secretariat will organize the Copil Interreg 21-27 in hybrid format (in-person and remote) to facilitate the participation of all members, if technical conditions allow.

Functions :

Part 1 - COPIL INTERREG OI:

- to collect co-financing intentions relating to national counterparts;
- to select operations subject to co-financing of the Interreg VI Indian Ocean programme subject to co-financing intentions.

Part 2 - COPIL INTERREG-NDICI:

- to collect co-financing intentions relating to national counterparts;
- to examine the terms of reference for joint ERDF-NDICI calls for projects, after detailed advice from the European Union delegations (within the framework of the concertation committee) ;
- to select operations submitted for co-financing by the ERDF (Interreg VI Indian Ocean program) and the NDICI, following detailed advice from the European Union delegations (within the framework of the concertation committee).

The Copil Interreg 21-27 reviews all files upstream, or in some specific cases downstream, in the form of a list of files (files not presented to the committee, with reasons indicated).

A report is prepared if necessary, highlighting any points of discussion. The conclusions of the committee are entered in SYNERGIE (ERDF-ETC operations).

The decisions of the Steering Committee are forwarded to the Monitoring Committee, which is responsible for monitoring and implementing the program.

All selected projects will also be communicated during the Interreg 21-27 Monitoring Committee meeting.

An online information platform will be implemented to provide details of the selected projects (with their main characteristics) on the website

<http://www.regionreunion.com> and on the website <http://www.reunioneurope.org>.

ARTICLE 5 – COORDINATION WITH THE INTERREG MOZAMBIQUE CHANNEL PROGRAMME

Within three months of validation of the Interreg Mozambique Channel programme, the Monitoring Committee of this programme, in agreement with the Interreg IO 21-27 Monitoring Committee, will establish a technical committee responsible for coordinating the two programmes.

It will bring together at a minimum the managing authorities of the Interreg IO and Mozambique Channel programmes and their joint secretariat. The committee will meet by video-conference bi-monthly (or more frequently if necessary) to enhance information sharing on projects supported by these programmes.

ARTICLE 6 – INDIAN OCEAN COMMISSION

The project manager for France/Réunion, assigned to the Indian Ocean Commission (IOC) by the Managing Authority (MA), may, in consultation with and after approval from the General Secretary, initiate and monitor NDICI/INTERREG projects and serve as a liaison for the MA, ensuring on-site communication with the EU delegation in Mauritius.

In the event that, subsequently, a financial agreement (Article 59 of Regulation (EU) 2021/1059) defining the conditions for financing and implementing the Interreg programme for the 21-27 period, with contributions from the ERDF and the NDICI, is concluded between the Commission and a third party State or a regional organization participating in the Interreg Indian Ocean 21-27 programme,

ARTICLE 7 – INTERREG INDIAN OCEAN 21-27 FRAMEWORK AGREEMENT

The Interreg framework agreements between the Managing Authority and voluntary third party States, set out in the governance structure of the Interreg V Indian Ocean programme (2014-2020), have helped strengthen the involvement of third party States in the implementation of the programme.

The standard Interreg Indian Ocean 21-27 framework agreement is attached to the present internal regulations.

ARTICLE 8 - REGIONAL ASSESSMENT COMMITTEE

The Regional Assessment Committee is the operational body for implementing the assessment plan mentioned in Article 35 of Regulation (EU) 2021/1059. Its secretariat is provided by the Joint Secretariat.

To ensure coherence in public policies in Reunion, it is proposed that the Multi-fund Regional Assessment Committee will also have jurisdiction over the Interreg VI programme.

The Committee is co-chaired by the State (represented by the General Secretary for Regional Affairs), the Regional Council (represented by the Director General of Services), the Departmental Council of Reunion (represented by the General Director of Services), and includes the CESER, the CCCE, the regional INSEE office, as well as representatives of urban authorities. For the assessments of the Interreg VI Indian Ocean programme, a representative of the Departmental Council of Mayotte, the CESER and the CCEE of Mayotte will also be invited to this committee.

ARTICLE 9 – SECRETARIAT

In accordance with Article 46.2 of Regulation (EU) 2021/1059 and Article 4 of Delegated Regulation No. 240/2014 concerning the European Code of Conduct on Partnership under the ESIF, the Managing Authority establishes a Joint Secretariat that considers this partnership and assists in the performance of its missions, acting under its authority.

The information tasks for potential beneficiaries concerning funding opportunities under the Interreg programmes and support for beneficiaries and partners in implementing operations are carried out by the Managing Authority.

The Joint Secretariat is notably responsible for assisting the Managing Authority in organizing and preparing documents related to meetings of the Interreg monitoring committee, steering committee, and regional assessment committee.

The Joint Secretariat is provided by AGILE, which, since 2016, has benefited from provisions implemented during the 2014-2020 period, enabling the involvement of third-party States members of the COI, as well as India.

The contact points, known as "Interreg 21-27 focal points," will act as relays for the Joint Secretariat to the third-party States of the programme. Technical meetings may be organized on the sidelines of the Interreg 21-27 Monitoring Committee meetings, and information-sharing tools will be set up.³

Any change concerning the Interreg 21-27 focal points must be notified by the third-party State to the Managing Authority as soon as possible.

At the request of the Managing Authority, and in agreement with the IOC General Secretary, the France/Réunion project manager assigned to the Indian Ocean Commission (IOC) by the Managing Authority (MA) may participate in technical meetings organized on the sidelines of the Interreg 21-27 Monitoring Committees.

It will also be proposed to the Department of Mayotte to appoint a technical contact person to represent Mayotte at the Joint Secretariat.

ARTICLE 10 - OBLIGATIONS OF THE MEMBERS OF THE MONITORING AND STEERING COMMITTEES

To avoid conflicts of interest, each member of the Interreg 21-27 Monitoring Committee and its steering committee is subject to the same obligations as a public servant regarding confidentiality and impartiality concerning decisions taken. In particular, if an item discussed leads to a decision or opinion, the member or members concerned by a potential conflict of interest must inform the presidency and refrain from participating in the debate.

³ In order to support the active participation of all third-party States, an English translation will be provided for technical meetings if necessary, the staff of the joint secretariat of the Managing Authority in charge of relations with third-party States being competent in English.

Each member of the monitoring and steering committees is required to act and take decisions aimed at the efficient implementation of the programme and in the public interest.

ARTICLE 11 – MODIFICATIONS AND VALIDITY

The provisions of the present regulations are intended to cover the period of validity of the Interreg VI Indian Ocean 21-27 program. Any modifications may be proposed by the Managing Authority or by any of the members, with the approval of the president, and will be submitted for approval by the Interreg 21-27 Monitoring Committee.

ARTICLE 12 - APPLICATION

The president of the Interreg 21-27 Monitoring Committee is responsible for the application of the present regulations.

ANNEX: Composition of the Interreg 21-27 Monitoring Committee

List of full members of the Interreg VI Indian Ocean Programme Monitoring Committee

The Monitoring Committee of the Interreg VI Indian Ocean programme will be composed of the following full members, with voting rights, in accordance with Articles 8 of Regulation (EU) No. 2021/1060 and 29 of Regulation (EU) No. 2021/1059:

Representatives of regional, local, and urban authorities

- The Prefect of Reunion
- The Prefect of Mayotte
- The President of the Regional Council of Reunion
- The President of the Departmental Council of Reunion
- The President of the Departmental Council of Mayotte
- The President of the Association of Mayors of Reunion
- The President of the Intercommunal Community of the North of Reunion (CINOR)
- The President of the Territory of the West Coast (TCO)
- The President of the Intercommunal Community of the East of Reunion (CIREST)
- The President of the Intercommunal Community of the South of Reunion (CIVIS)
- The President of the Urban Community of the South (CaSud)

Representatives of economic and social partners and the civil society

- The President of the Chamber of Commerce and Industry of Reunion (CCIR)
- The President of the Chamber of Commerce and Industry of Mayotte (CCIM)
- The President of the Chamber of Trades and Crafts of Reunion
- The President of the Chamber of Agriculture of Reunion
- The President of the Regional Committee of Maritime Fisheries and Marine Aquaculture of Reunion (CRPMEM)
- The President of the Regional Committee for Innovation of Reunion
- The President of the Economic, Social, and Environmental Council of Reunion
- The President of the Economic, Social, and Environmental Council of Mayotte
- The President of the Council for Culture, Education, and Environment of Reunion
- The President of the Council for Culture, Education, and Environment of Mayotte
- The Regional Director for Women's Rights and Gender Equality of Reunion

Representatives of third-party countries

Representatives of a third-party country have one vote (by delegation).

- **In accordance with Article 53 (paragraphs 1 and 2)**

The Ministry of Foreign Affairs of the third-party country participates in the Monitoring Committee. Each third-party country may designate its contact point, referred to as the "Interreg 21-27 focal point."

Regional organizations:

- The General Secretary of the IOC (Indian Ocean Commission)
- The General Secretary of the IORA (Indian Ocean Rim Association)
- The General Secretary of the SADC (Southern African Development Community)

The following also participate in the work of the Monitoring Committee (advisory basis) :

- The European MPs and MPs for Reunion and Mayotte;
- The DG REGIO Director for Territorial Cooperation or his representative;
- Representatives of EU delegations in third countries covered by Commission implementing decision (EU) 2022/75;
- The Ambassador delegated to regional cooperation in the Indian Ocean zone;
- Representatives of the relevant Ministries: Directorate General for Overseas Territories (DGOM), National Agency for Territorial Cohesion (ANCT);
- Representatives of State services, the Regional Council, and the Departmental Council of Reunion and Mayotte;
- The French Development Agency (AFD).