



Project LIFE 15 NAT//IT/000823

**Conservation and management of freshwater
fauna of EU interest within the ecological
corridors of Verbano Cusio Ossola
“IdroLIFE”**

Partnership Agreement

LIFE Programme (European Agency/Commission)

Partnership agreement - LIFE15 NAT/IT/000823 IdroLIFE

1. Identification of the contracting parties

The Coordinating Beneficiary

CNR ISE - Institute of Ecosystem Study of the Italian National Research Council

L.go Tonolli 50 - 28922 Verbania Pallanza

Represented by

Giuseppe Torzillo - Director

AND

The Associated Beneficiary

Ente Parco Nazionale della Val Grande

Via Pozzolo, 2 - fraz. Cicogna

28801 Cossogno

Represented by

Tullio Bagnati - Director

Cesare Puzzi - CEO

HAVE AGREED

2. Subject

- This partnership agreement is concluded in relation to the LIFE project "Conservation and management of freshwater fauna of EU interest within the ecological corridors of Verbano Cusio Ossola - IdroLIFE", as described in Grant Agreement LIFE15 NAT/IT/000823, signed on 22/11/2016.
- The Grant Agreement signed by the Coordinating Beneficiary and the European Agency/Agency/Commission, which includes Special Conditions, the General Conditions in Annex I to the LIFE Grant Agreement (hereinafter referred to as "the General Conditions"), the full project proposal and the other annexes, forms an integral part of this partnership agreement.
- Unless explicitly stated otherwise, all parts of the General Conditions are relevant for and apply to both the Coordinating Beneficiary and the Associated Beneficiary.
- The provisions of the Grant Agreement, including the mandate stipulating that the Associated Beneficiary gives the Coordinating Beneficiary the mandate to act on its behalf towards the Agency/Commission, shall take precedence over any other agreement between the Associated Beneficiary and the Coordinating Beneficiary that may have an effect on the implementation of the above-mentioned Grant Agreement between the Coordinating Beneficiary and the Agency/Commission.

3. Duration

This partnership agreement enters into force when the last of the two parties (Coordinating Beneficiary / Associated Beneficiary) signs, and terminates five years after the date of the payment of the balance by the Coordinating Beneficiary to the Associated Beneficiary.

4. Role and obligations of the Coordinating Beneficiary

- The Coordinating Beneficiary is solely legally and financially responsible to the Agency/Commission for the fully implementation of the project measures in order to achieve the project objective and for the dissemination of the project results.
 - The Coordinating Beneficiary through the mandate Annexed to the Grant Agreement is granted power of attorney by the Associated Beneficiaries, to act in their name and for their account in signing the Grant Agreement and its possible subsequent amendments with the Agency/Commission.
 - The Coordinating Beneficiary accepts all the provisions of the Agreement with the Agency/Commission.
 - By virtue of the mandate signed, the Coordinating Beneficiary alone is entitled to receive funds from the Agency/Commission and distribute the amounts corresponding to the Associated Beneficiary's participation in the project as specified in the Article n.4 of the present Partnership Agreement.
 - Whenever an Associated Beneficiary reduces its financial contribution, it shall be incumbent upon the Coordinating Beneficiary, in agreement with its Associated Beneficiaries, to find the necessary resource to ensure correct implementation of the project. In no case shall the Agency/Commission increase its contribution or the rate of cofinancing.
 - The Coordinating Beneficiary should be the single point of contact for the Agency/Commission and shall be the only participant to report directly to the Agency/Commission on the technical and financial progress of the project.
 - The Coordinating Beneficiary shall therefore provide to the Agency/Commission all the necessary reports, in accordance with "Article II.1.3 of the General Conditions".
 - This agreement shall be signed by the Coordinating Beneficiary and the Associated Beneficiary and notified to the Agency/Commission within 9 months from the starting date of the project. The provisions of the Grant Agreement including possible annexed mandate, shall take precedence over the present partnership agreement.
 - The Coordinating Beneficiary will provide the Associated Beneficiary with copies of technical and financial reports submitted to the Agency/Commission as well as the Agency/Commission's reactions to these documents.
 - The Coordinating Beneficiary shall regularly inform the Associated Beneficiary about communication with the Agency/Commission concerning the project;
- In exercising the mandate given by the Associated Beneficiary to act on its behalf, the Coordinating Beneficiary will take into due consideration the interests and concerns of the Associated Beneficiary, whom the Coordinating Beneficiary will consult whenever appropriate and especially prior to requesting any modification of the Grant Agreement.

5. Role and obligations of the Associated Beneficiary

- The Associated Beneficiaries are exclusively the Organization identified as such in the project and committed to the project implementation through relevant forms. The Associated Beneficiaries are directly involved in the technical implementation of the project tasks and activities described within the IdroLIFE proposal approved by the Agency/Commission (LIFE15 NAT/IT/000823).
- The Associated Beneficiaries, through the mandate annexed to the Grant Agreement, grant power of attorney to the Coordinating Beneficiary, to act in his name and for his account in signing the Grant Agreement and its possible subsequent amendments with the Agency/Commission. Accordingly, the Associated Beneficiary mandates the Coordinating Beneficiary to take full legal responsibility for the implementation of the agreement.
- The Associated Beneficiary accepts all the provisions of the Agreement with the Agency/Commission, in particular all provisions affecting the Associated Beneficiary and the Coordinating Beneficiary. In particular they acknowledge that, by virtue of the mandate signed, the Coordinating Beneficiary alone is entitled to receive funds from the Agency/Commission and distribute the amounts corresponding to the Associated Beneficiary's participation in the action.
- The Associated Beneficiaries shall do everything in their power to help the Coordinating Beneficiary to fulfil the Coordinating Beneficiary's obligation under the Grant Agreement. In particular, the Associated beneficiaries hereby shall provide to the Coordinating Beneficiary whatever documents or information (technical and financial) may be required, as soon as possible after receiving the request from the Coordinating Beneficiary.
- Each Associated Beneficiary must contribute financially to the project and shall benefit from the financial contribution from the Agency/Commission in the condition stipulated in this partnership agreement.
- The Associated Beneficiaries shall not report directly to the Agency/Commission on the technical and financial progress unless explicitly requested to do so by the Agency/Commission.
- The financial contribution of each Associated Beneficiary and the estimated share of the EU contribution will be according to the Grant Agreement and the proposal LIFE 15 NAT/IT/000823 approved by the European Agency/Commission.
- At the beginning of each month the Coordinating Beneficiary shall send the Associated Beneficiaries a note presenting the work done and the upcoming activities, evaluating the progress and consistency with the work planned, and providing inputs and suggestions.
- By the end of each month, every Associated Beneficiary shall send the Coordinating Beneficiary a note presenting the activities carried out during the month in question.
- Any deviation from the work plan must be authorized in advance by the Coordinating Beneficiary.
- Any dissemination and/or networking activity carried out by Associated Beneficiaries must be authorized in advance by the Coordinating Beneficiary, who shall always be invited to attend.
- Further to this, the Associated Beneficiaries shall:

- a) Include the Coordinating Beneficiary in Cc recipient in all email messages sent concerning the IdroLIFE project.
- b) Inform and invite with due notice the Coordinating Beneficiary to any formal and/or informal meeting taking place among Associated Beneficiaries.
- c) Inform by email the Coordinating Beneficiary about the results of any formal and/or informal meeting among Associated Beneficiaries.

6. Common obligation for both the Coordinating Beneficiary and the Associated Beneficiaries

- The Coordinating Beneficiary and the Associated Beneficiaries shall maintain up-to-date books of account, in accordance with the normal accounting convention imposed on them by law and existing regulations. For the sake of traceability of expenditures and income, an analytical accounting system (cost centre accounting) shall be put in place. The Coordinating Beneficiary and the Associated Beneficiary shall retain, throughout the project and for at least five years after the final payment, all appropriate supporting documentation for all expenditures income and revenue for the project as reported to the Agency/Commission, such as tender documents, invoices, purchase orders, proof of payments, salaries slips, time sheets and any other documents used for calculation and presentation of costs.
- The Coordinating Beneficiary and the Associated Beneficiaries shall ensure that all invoices include a clear reference to the project, linking them to the analytical accounting system.
- The Coordinating Beneficiary and the Associated Beneficiaries shall ensure that the Community support is publicized, as detailed in "Article II.7.1 of the General Conditions"
- The Coordinating Beneficiary and the Associated Beneficiaries shall share freely the know-how necessary for implementation of the project.
- The Coordinating Beneficiary shall not act, in the context of the project, as sub-contractor or supplier to the Associated Beneficiaries. The Associated Beneficiaries shall not act, in the context of the project, as sub-contractor or supplier to the Coordinating Beneficiary or other Associated Beneficiaries.
- In cases of either delay in implementation or missed or incomplete performance imputable to the Partner (either Coordinating Beneficiary or an Associated Beneficiary), this one is held responsible for any damage brought to the whole Project and he will also answer for the sanctions applied by the Committee.

7. Project cofinancers

- Cofinancers will only contribute financially to the project, will not be directly involved in the technical implementation of the project and shall not benefit of the Community funding.
- The Coordinating Beneficiary will conclude with cofinancers any agreement necessary to ensure co-funding, provided this do not infringe the obligations of the Coordinating Beneficiary and/or Associated Beneficiaries as stated in the Grant Agreement.

8. Subcontractors

- Any public Associated Beneficiary must award subcontracts in accordance with the applicable rules on public tendering, in conformity with Community Directive on public tendering procedures.
- For contracts exceeding 125.000,00 Euro, any private Associated Beneficiary shall invite competitive tenders from potential subcontractors and award the contract to the bid offering the best value for money; in doing so it shall observe the principles of transparency and equal treatment of potential subcontractors and shall take care to avoid any conflict of interest.
- The rules on tendering referred to in the previous two paragraphs shall also be applied in case of purchase of durable goods.
- All invoices issued by subcontractors shall bear a clear reference to the LIFE project (in example LIFE15 NAT/IT/000823) and to the order/subcontract issued by the Associated Beneficiary. All invoices shall also be sufficiently detailed as to allow identification of single items covered by the service delivered (i.e. clear description and costs of each item).

9. Technical activity Reports

- The reporting dates concerning LIFE project are established within the proposal LIFE15 NAT/IT/000823 approved by the European Agency/Commission.
- The Associated Beneficiaries shall provide any relevant information to the Coordinating Beneficiary at least 30 days before the submission of reports to the Agency/Commission and be available with additional information, should the Agency/Commission so request.

10. Financial reporting

- Regarding the final statement of expenditure and income, the Associated Beneficiary shall provide the Coordinating Beneficiary with a dated and signed “participant cost statement summary” on forty-five (45) days after project end, at the latest. It is recommended:
 - a) Cost statements of expenditures and income shall be presented in accordance with the “Guidelines” provided by the Agency/Commission for the LIFE programme.
 - b) Cost statements electronic files will be forwarded by email to the Coordinating Beneficiary. The originals of the costs statements hard version in paper, with the corresponding signature and company stamp, must be delivered to the Coordinating Beneficiary.
 - c) In case some additional information should be requested by the Agency/Commission, each Associated Beneficiary will send their requested contribution according to Coordinating Beneficiary instructions.
- The Associated Beneficiary is obliged to reports costs as specified in the General Conditions and the Grant Agreement.

11. Estimated eligible costs and Associated Beneficiary's financial contribution to the project

- In accordance with each "Declaration of the Associated Beneficiary":
 - a) the Associated Beneficiary PNVG will implement actions with an estimated total cost of € 147.331,00 (see Table 1), will contribute € 81.000,00 to the project of own financial resources (see Table 1), and, on the basis of such amounts, the Associated Beneficiary will receive from the Coordinating Beneficiary a maximum amount of € 66.331 (see Table 1) as share of cofinancers contribution (EU, Cariplo).

Table 1 - Estimated costs and contributions according to proposal LIFE15 NAT/IT/000823

Associated Beneficiary	Total costs of the Actions in € (including overheads)	Associated Beneficiary's own contribution in €	Amount of Hydroelectric Companies contribution in €	Amount of Cariplo Foundation contribution in €	Amount of EU Contribution Requested in €	Total Amount of cofinancing
PNVG	147.331	81.000	0	15.000	51.331	66.331

- The estimated total costs incurred by the Associated Beneficiary will be regularly reviewed during the project. In Agreement with the Coordinating Beneficiary (which will take into account the total costs of the project incurred by all participants), the amount specified in this Article can be modified, provided that the modification are in line with the Grant Agreement concerning the project budget.
- The final settlement will be based on the Agency/Commission's assessment of the final statement of expenditures and income and more precisely on the accepted eligible costs of the project.

12. Payment terms

- Unless requested otherwise in writing by the Associated Beneficiary, the Coordinating Beneficiary shall make all payments to the following bank account of the Associated Beneficiary:

For Ente Parco Nazionale della Val Grande
Account holder: Ente Parco Nazionale della Val Grande
Bank: Banca Popolare di Sondrio
IBAN IT07U0569622400000003035X58 SWIFT/BIC POSOIT22

- According to the Chapter II.1.3 of the General Conditions (ANNEX I of Grant Agreement) "General obligations and role of the Coordinating Beneficiary" the payments from the Coordinating Beneficiary to the Associated Beneficiary in regard to the EC Cofinancing will be as follow, unless there is a justified delay:

1st payment (30%): within 30 days after receipt of 1st EC Payment

2nd payment (40%): within 30 working days after receipt of 2nd EC Payment

3rd payment (final): within 30 working days when received the final EC Payment, 30% or corresponding quantity to each partner according to final eligible costs approved by EC. In the case that the final EC contribution approved for a given Associate Beneficiary is less than the amounts previously paid, the Associated Beneficiary shall pay back the difference within one month upon written request issued by the Coordinating Beneficiary.

- The Coordinating Beneficiary and the Associated Beneficiaries agree that all payments are considered as pre-financing payments until the Agency/Commission has approved the final technical and financial reports and has transferred the final payment to the Coordinating Beneficiary.
- The Coordinating Beneficiary shall transfer the share of the final payment to the Associated Beneficiaries after the Agency/Commission has made the final payment.
- The Coordinating Beneficiary may recover any amounts which have been unduly paid to the Associated Beneficiary, including unduly paid amounts identified as such during an ex-post audit by the Agency/Commission.
- Additionally, the payments from the Coordinating Beneficiary to the Associated Beneficiary in regard to the cofinancing of Fondazione Cariplo (see Table 1) will be as follows:
 - 1st payment (30%): Euro 5.000 within 30 days after receipt of 1st Payment of Fondazione Cariplo
 - 2nd payment (40%): Euro 6.000 within 30 working days after receipt of 2nd Payment of Fondazione Cariplo
 - 3rd payment (final): within 30 working days when received the final Payment of Fondazione Cariplo, 30% (Euro 4.000) or corresponding quantity to each partner according to final eligible costs approved by EC.

13. Termination of partnership agreement

- The present partnership Agreement will have an anticipated termination in case an Associated Beneficiary:
 - a) For no valid technical or economic reason, fails to fulfil a substantial obligation incumbent on him under the terms of the Grant Agreement;
 - b) In the event of force majeure or if its correspondent actions have been suspended as a result of exceptional circumstances;
 - c) Is declared bankrupt, is wound up or is the object of similar proceedings;
 - d) Deliberately made false or incomplete statements to obtain the Community financial contributions provided for in the Agreement;
 - e) As intentionally or by negligence, committed a substantial irregularity in performing the Agreement, which causes or might cause a loss to the Union budget;

- f) Commits fraud, corruption or any other illegal activity, to the detriment of the Community's financial interests;
 - g) Is found guilty of an offence involving his professional conduct by a judgement having the force of Res Judicata or is guilty of grave professional misconduct proven by any justified means;
 - h) If it becomes clear that, as a consequence of the Associated Beneficiary failures, the project will not achieve its objectives;
 - i) Or, if is responsible for substantial irregularities in the development of the project.
- In the above mentioned case, the Coordinating Beneficiary together with the other Associated Beneficiaries will study a consensus solution to overcome the difficulties. The Coordinating Beneficiary will inform the Agency/Commission about the situation and the proposed consensus solution and will respect and follow the Agency/Commission instruction.
- The Agency/Commission may terminate the Grant Agreement, without any indemnity on its part:
 - a) Should the Coordinating Beneficiary for no valid technical or economic reason fails to fulfil a substantial obligation incumbent on him under the terms of the Grant Agreement;
 - b) In the event of force majeure or if the action has been suspended as a result of exceptional circumstances;
 - c) If it becomes clear that the project will not achieve its objectives or if the Coordinating Beneficiary is responsible for substantial irregularities in the management of the project.
- For the purpose of the termination of the project, the Agency/Commission shall apply procedures as described in Article II.16 of the General Conditions.
- Termination of the Grant Agreement for financial irregularities shall be without prejudice to the application of other administrative measures or penalties which may be imposed in accordance with Council Regulation (EC, EURATOM) No 29/88/95 of 18 December 1995 on the protection of the European Community's financial interests. In the event of termination of the Grant Agreement, the Commission may demand full or partial repayment of amounts already paid.
- The Coordinating Beneficiary may terminate the project at any time by giving formal written notice provided economic or technical reason exist. The Coordinating Beneficiary shall be under an obligation to present a final report at the latest 3 months after the above mentioned formal written notice, outlining the status of the implementation of the project and the reasons of termination, together with the final statement of expenditures and income on the basis of which the Agency/Commission will determine the amount of eligible expenditure. If no reasons are given or if the Agency/Commission does not accept the reasons, the Coordinating Beneficiary shall be deemed to have terminated this Agreement in properly and the Agency/Commission may ask for repayment of amounts already paid.

14. Jurisdiction clause

Failing amicable settlement, the Court of Rome shall have sole competence to rule on any dispute between the contracting parties in respect of this agreement.

The law applicable to this agreement shall be the law of Italy.