



LIFE Guidelines for Partnership Agreements

LIFE Programme (European Commission)

rev. August 14, 2014 (corrected references)

<p>Partnership agreement Concerning the LIFE project FutureForCoppiceS - LIFE 14 ENV/IT/000514</p>
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The Coordinating Beneficiary

*CRA - Consiglio per la Ricerca in Agricoltura e l'analisi dell'economia agraria
CRA – SEL Centro di Ricerca per la Selvicoltura
Viale Santa Margherita, 80 – 52100 Arezzo*

represented by

Prof. Piermaria Corona as Director

AND

The Associated Beneficiary

*[]
[Department]*

[

represented by

*[Name]
[Function of the person]*

HAVE AGREED

1. Subject

This partnership agreement is concluded in relation to the LIFE project “*Shaping future forestry for sustainable coppices in southern Europe: the legacy of past management trials*” (Life FutureForCoppiceS), as described in Grant Agreement LIFE 14 ENV/IT/000514, signed on 17/08/2015 .

The grant agreement (and any amendment thereto) signed by the Coordinating Beneficiary and the European 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 mandate¹ 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

¹ Annex IV to the Grant Agreement consisting of Form(s) A4 of the Project proposal in Annex II to the Grant agreement.

implementation of the above-mentioned grant agreement between the Coordinating Beneficiary and the Agency/Commission.

2. Duration

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

During the above mentioned 5 years the Coordinating Beneficiary and any monitoring or auditing body sent by or for the European Commission reserve the right to access all the project documentation.

The underwriting parties are aware that the project starts 1st October, 2015. Only costs incurred in the period 1st October, 2015 – 30th September, 2018 can be claimed as eligible.

3. Role and obligations of the Coordinating Beneficiary

Article II.1.3 of the General Conditions sets out the role and general obligations of the Coordinating Beneficiary. The modalities for implementing this article are:

- the Coordinating Beneficiary shall 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;
- the Coordinating Beneficiary will be the single point of contact for the Commission and shall be the only participant to report directly to the Commission on the technical and financial progress of the project. The Coordinating Beneficiary shall therefore provide to the Commission all the necessary reports.
- the Coordinating Beneficiary takes the role of the project management and monitoring, in compliance with the project proposal as annexed to the grant agreement with the European Commission;
- the Coordinating Beneficiary accepts all the provisions of the agreement with the Commission;
- 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 Commission;
- by virtue of the mandate signed, the Coordinating Beneficiary alone is entitled to receive funds from the Commission and distribute the amounts corresponding to the Associated Beneficiaries' participation in the project as specified in the Article 10 of present partnership agreement.

The payment scheme between the Coordinating Beneficiary and the Associated Beneficiary is:

- First pre-financing payment

Upon 30 days entry into force of the partnership agreement, unless there is a justified delay, a pre-financing payment equivalent to the 30% of the Union contribution requested from the underwriting Associated Beneficiary shall be paid to the Associated Beneficiary from the Coordinating Beneficiary.

- Further pre-financing payment

A second pre-financing payment equivalent to the 40% of the Union contribution requested from the underwriting Associated Beneficiary shall be paid to the Associated Beneficiary from the Coordinating Beneficiary, within 30 days of the receipt of the funds paid, unless there is a justified delay, and subject to having used at least 100% of the previous pre-financing instalment paid, and having produced the Mid-term report.

- Payment of the balance

The balance shall be paid to the underwriting Associated Beneficiary from the Coordinating Beneficiary, within 30 days after the receipt of the Final European Commission Payment, unless there is a justified delay. In the case that the final European Commission contribution will be reduced according to final eligible costs approved for the underwriting Associated Beneficiary the total amount due will be duly reduced.

4. Role and obligations of the Associated Beneficiary

Article II.1.2 of the General Conditions sets out the role and general obligations of the Associated Beneficiary. The modalities for implementing this article are:

- the Associated Beneficiary is exclusively the organization identified as such in the project and committed to the project implementation through relevant forms. The Associated Beneficiary is directly involved in the technical implementation of project tasks and activities described within the LIFE FutureForCoppiceS - LIFE 14 ENV/IT/000514 proposal approved by the European Commission;
- the Associated Beneficiary accepts all the provisions of the Agreement with the Commission related to the present LIFE project. In particular, it acknowledges that, by virtue of the mandate signed, the Coordinating Beneficiary alone is entitled to receive funds from the Commission and distribute the amounts corresponding to the Associated Beneficiary's participation in the actions. The financial contribution of the Associated Beneficiary and the estimated share of the EU contribution will be according to the Grant Agreement and the proposal LIFE 14 ENV/IT/000514 approved by the European Commission;
- the Associated Beneficiary, through the mandate annexed to the grant agreement, grants 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 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 Commission, in particular all provisions affecting the Associated Beneficiary and the Coordinating Beneficiary. In particular, it acknowledges that, by virtue of the mandate signed, the Coordinating Beneficiary alone is entitled to receive funds from the Commission and distribute the amounts corresponding to the Associated Beneficiary's participation in the action;

- it is specified that it is the Associated Beneficiary's task to assist the Coordinating Beneficiary in fulfilling the Coordinating Beneficiary's obligations 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;
- the Associated Beneficiary must contribute financially to the project and shall benefit from the financial contribution from the Commission in the conditions stipulated in this partnership agreement;
- the Associated Beneficiary shall not report directly to the Commission on the technical and financial progress unless explicitly requested to do so by the 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 14 ENV/IT/000514 approved by the European Commission;
- every three months, the 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 authorised in advance by the Coordinating Beneficiary;
- any scientific contribution, dissemination and/or networking activity carried out by the Associated Beneficiary must be authorised in advance by the Coordinating Beneficiary, who shall always be invited to attend;
- Further to this, the Associated Beneficiary shall:
 - include the Coordinating Beneficiary as Cc recipient in all the e-mail messages sent concerning the FutureForCoppiceS project;
 - inform and invite with due notice the Coordinating Beneficiary to any formal and/or informal meeting taking place among Associated Beneficiaries;
 - inform the Coordinating Beneficiary about the results of any formal and/or informal meeting among Associated Beneficiaries.

5. Common obligations for both the Coordinating Beneficiary and the Associated Beneficiary

Article II.1.1 of the General Conditions, sets out common obligations for both the Coordinating Beneficiary and the Associated Beneficiary. The modalities for implementing this article are:

- every three months the Associated Beneficiary will send copies of supporting (accounting) documentation (such as tender documents, invoices, purchase orders, proof of payments, salary slips, time sheets and any other documents used for the calculation and presentation of costs), of scientific contribution, dissemination and/or networking activities and materials to the Coordinating Beneficiary, in due time and always according to deadlines established by the Coordinating Beneficiary. The Coordinating Beneficiary shall retain copies of all supporting documents of the Associated Beneficiary;
- the Coordinating Beneficiary and the Associated Beneficiary shall maintain up-to-date books of account, in accordance with the normal accounting conventions imposed by law and existing regulations. For the sake of traceability of expenditure 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 expenditure, income and revenue for the project as

reported to the Commission, such as tender documents, invoices, purchase orders, proof of payments, salary slips, time sheets and any other documents used for the calculation and presentation of costs. This documentation shall be clear, precise and effective and shall be submitted to the Commission when requested. The Associated Beneficiaries will send copies of supporting (accounting) documentation to the Coordinating Beneficiary, in due time and always according to deadlines established by the Coordinating Beneficiary. The Coordinating Beneficiary shall retain copies of all supporting documents of all the Associated Beneficiaries;

- the Coordinating Beneficiary and the Associated Beneficiaries shall ensure that all invoices include the clear reference of the project as LIFE 14 ENV/IT/000514 FutureForCoppices, linking them to the analytical accounting system;
- the Coordinating Beneficiary and the Associated Beneficiaries shall ensure that the Community support is publicized;
- the Coordinating Beneficiary and the Associated Beneficiaries shall share between them freely the know-how necessary for implementation of the project.
- all the Beneficiaries will be requested to contribute, both with technical inputs and with financial information to the reporting as stated in the full project proposal.

6. Project co-financers

No co-financers are foreseen by the FutureForCoppices project.

7. Technical activity reports

The Associated Beneficiary shall provide any relevant information to the Coordinating Beneficiary in due time before the submission of reports to the Agency/Commission and be available with additional information, should the Agency/Commission so request.

The reporting schedule for the project is as follows:

Type of report	Deadline	Deadline for Beneficiaries reporting
Progress Report	30/06/2016	15/05/2016
Mid-term Report	15/07/2017	1/06/2017
Final Report	30/12/2018	31/10/2018

The form and contents of the reports shall be in accordance with the Guidelines issued by the Commission. All reports shall contain the necessary information for the Commission to evaluate the state of implementation of the project, the respect of the work plan, the financial situation of the project and whether the project's objectives have been achieved or are still achievable.

8. Financial reporting

The Associated Beneficiary is obliged to report costs as specified in the General Conditions and the grant agreement.

The deadline for the Associated Beneficiary to provide the Coordinating Beneficiary with the mid-term financial statement is 45 days before the deadline for submission to the

Agency/Commission of the mid-term report.

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" at least 40 days before the deadline for submission to the Agency/Commission of the final report.

The procedure to collect the data and to channel them through the Coordinating Beneficiary regularly is:

- every 3 months from the project beginning the Associated Beneficiary will provide to the Coordinating Beneficiary by a defined file sharing system a financial statement (using LIFE rules and the most updated LIFE template for the Standard Statement of Expenditure);
- as stated in article n° 5 of the present agreement, every month, the Associated Beneficiary will send copies of supporting (accounting) documentation (such as tender documents, invoices, purchase orders, proof of payments, salary slips, time sheets and any other documents used for the calculation and presentation of costs) to the Coordinating Beneficiary. The supporting documentation shall be clear and precise.

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

In accordance with the "declaration of the Associated Beneficiary",

-the Associated Beneficiary FEM will implement actions with an estimated total cost of € **208.949**. FEM will contribute € **98.745** to the project of own financial resources. On the basis of the above amounts, FEM will receive from the Coordinating Beneficiary a maximum amount of € **110.204** as share of the EU contribution.

-the Associated Beneficiary EFdS will implement actions with an estimated total cost of € **51.324**. EFdS will contribute € **25.277** to the project of own financial resources. On the basis of the above amounts, EFdS will receive from the Coordinating Beneficiary a maximum amount of € **26.047** as share of the EU contribution.

-the Associated Beneficiary Tereto will implement actions with an estimated total cost of € **121.821**. Tereto will contribute € **56.351** to the project of own financial resources. On the basis of the above amounts, Tereto will receive from the Coordinating Beneficiary a maximum amount of € **65.470** as share of the EU contribution.

-the Associated Beneficiary UNIFI will implement actions with an estimated total cost of € **66.572**. UNIFI will contribute € **25.701** to the project of own financial resources. On the basis of the above amounts, UNIFI will receive from the Coordinating Beneficiary a maximum amount of € **40.871** as share of the EU contribution.

-the Associated Beneficiary UNISS will implement actions with an estimated total cost of € **329.033**. UNISS will contribute € **130.356** to the project of own financial resources. On the basis of the above amounts, UNISS will receive from the Coordinating Beneficiary a maximum amount of € **198.677** as share of the EU contribution.

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 amounts specified in this Article can be modified, provided that the modifications 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 expenditure and income and more precisely on the accepted eligible costs of the project.

According to Article II.25 of the General Conditions, in case the project generates profit, the EU contribution will be reduced proportionally to the actual final rate of reimbursement of the eligible costs approved by the Agency/Commission.

10. 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: [*account details*].

The payment scheme between the Coordinating Beneficiary and the Associated Beneficiary is:

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- Further pre-financing payment

A second pre-financing payment equivalent to the 40% of the Union contribution requested from the underwriting Associated Beneficiary shall be paid to the Associated Beneficiary from the Coordinating Beneficiary, within 30 days of the receipt of the funds paid, unless there is a justified delay, and subject to having used at least 100% of the previous pre-financing instalment paid, and having produced the Mid-term report.

- Payment of the balance

The balance shall be paid to the underwriting Associated Beneficiary from the Coordinating Beneficiary, within 30 days after the receipt of the Final European Commission Payment, unless there is a justified delay. In the case that the final European Commission contribution will be reduced according to final eligible costs approved for the underwriting Associated Beneficiary the total amount due will be duly reduced.

The Coordinating Beneficiary ensure that all the appropriate payments are made to the other Beneficiaries within 30 days of the receipt of the funds paid by the Agency, unless there is a justified delay. The Coordinating Beneficiary shall inform the Agency of the distribution of the Union contribution.

The Coordinating Beneficiary and the Associated Beneficiary 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 Beneficiary 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.

Banking and transaction costs related to the handling of any financial resources from the European Union regarding the present project will be shared among the Consortium members.

All fees incurred in connection with bank transfers for the distribution of project funds to the Associated Beneficiary must be paid by each of the parties concerned.

11. Termination of partnership agreement

The present partnership agreement will have an anticipated termination in case the Associated Beneficiary:

- for no valid technical or economic reason, fails to fulfill a substantial obligation incumbent on him under the terms of the grant agreement;
- finds himself in the event of force majeure or is in the need to suspend its actions as result of exceptional circumstances;
- is declared bankrupt, is wound up or is the object of similar proceedings;
- deliberately made false or incomplete statements to obtain the Community financial contribution provided for in the agreement;
- has intentionally or by negligence, committed a substantial irregularity in performing the agreement, which causes or might cause a loss to the Union budget;
- commits fraud, corruption or any other illegal activity, to the detriment of the Communities' financial interests;
- is found guilty of an offence involving his professional conduct by a judgment having the force of res judicata or is guilty of grave professional misconduct proven by any justified means;
- fails, implying the project will not achieve its objectives;
- is responsible for substantial irregularities in the development of the project.

In the above mentioned cases, the Coordinating Beneficiary together with the other Associated Beneficiaries will study a consensus solution to overcome the difficulties. The Coordinating Beneficiary will inform the Commission about the situation and the proposed consensus solution, and will respect and follow the Commission instructions.

In duly justified cases, the participation of any one Beneficiary in the Grant Agreement may be terminated by the Coordinating Beneficiary, acting on request of that Beneficiary. When notifying such termination to the Commission, the Coordinating Beneficiary shall include the reasons for the termination of the participation, the opinion of the Beneficiary the participation of which is terminated, the date on which the termination shall take effect and the proposal of the remaining Beneficiaries relating to the reallocation of the tasks of that Beneficiary or, where relevant, to the nomination of one or more replacements which shall succeed that Beneficiary in all their rights and obligations under the Grant Agreement.

12. Jurisdiction clause

Failing amicable settlement, the Court of *Arezzo* 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*.

Done at Arezzo on [*date*], in duplicate in [*language*]

For the Coordinating Beneficiary

For the Associated Beneficiary

ANNEXES:

- The LIFE Grant Agreement signed between the European Agency/Commission and the Coordinating Beneficiary, including all annexes thereto
- If relevant: amendments to the LIFE Grant Agreement signed between European Agency/Commission and the Coordinating Beneficiary