

PARTNERSHIP AGREEMENT
CONCERNING THE LIFE SAFE-CROSSING Project

'Preventing Animal-Vehicle Collisions – Demonstration of Best Practices targeting priority species in SE Europe

Grant agreement reference n° LIFE17NAT/IT/000464

Agristudio S.r.l (hereinafter called Agristudio)

Via Frusa 3, 50131 Firenze, Italy

Represented by: Fabio Papini

Administrator and Technical Director

AND

Agencia de Medio Ambiente y Agua de Andalucía (hereinafter called AMAyA)

C/ Johan G. Gutenberg, 1 - Isla de la Cartuja.

C.P 41092 - Sevilla (España)

Represented by: Antonio Galán Pedregosa

Director Gerente

HAVE AGREED:

1. Subject

This partnership agreement is concluded in relation to the LIFE project LIFE SAFE-CROSSING "Preventing Animal-Vehicle Collisions – Demonstration of Best Practices targeting priority species in SE Europe" (LIFE17NAT/IT/000464), as described in Grant Agreement signed on 13.07.2018 at Brussels and including all annexes hereto.

The grant agreement (and any amendment thereto) signed by Agristudio 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 Agristudio and AMAYA.

The provisions of the grant agreement, including the mandate¹ stipulating that AMAYA gives Agristudio the mandate to act on its behalf towards the Agency/Commission, shall take precedence over any other agreement between AMAYA and Agristudio that may have an effect on the implementation of the above-mentioned grant agreement between Agristudio and the Agency/Commission.

HAN ACORDADO:

2. Duration

This partnership agreement enters into force when the last of the two parties (Agristudio/AMAYA) signs, and terminates 5 years after the date of the payment of the balance by Agristudio to AMAYA. Unless terminated by either party in accordance with the provisions of the General Conditions for LIFE funding.

3. Role and obligations of Agristudio

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

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

- Agristudio shall provide AMAYa with copies of technical and financial reports submitted to the Agency/Commission as well as the Agency/Commission's reactions to these documents; Agristudio shall regularly inform AMAYa about communication with the Agency/Commission concerning the project;
- In exercising the mandate given by AMAYa to act on its behalf, Agristudio will take into due consideration the interests and concerns of AMAYa, whom Agristudio will consult whenever appropriate and especially prior to requesting any modification of the grant agreement.

4. Role and obligations of AMAYa

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:

AMAYa will contribute to the development of the following actions, according to the Associated Beneficiary Declaration (Form A4): A1, A3, A4, A5, C1, C2, D1.

AMAYa will provide the following contributions to the deliverables at the mentioned deadlines:

Name of the contribution to the deliverable	Number of the associated action	Deadline according to the project	Deadline for AMAYa
Partnership agreements	A2	2019-03-31	2019-03-31
Contribution to Action report	A5	2019-06-30	2019-05-30
Permits of relevant authorities	A2	2019-12-15	2019-12-15
Contribution to updated table of the Project Performance Indicators	F2	2020-01-31	2019-12-31
Contribution to Action report (Informe de contribucion a la accion)	A3	2020-06-30	2020-05-30
Contribution to Action report	A4	2020-06-30	2020-05-30

Contribution to technical report	C1	2023-08-31	2023-06-30
List of all local events, in Spain, with numbers of participants and photos	E4	2023-08-31	2023-06-30
Brief reports of experience exchanges	E5	2023-08-31	2023-06-30
Contribution to replicability action plan	E7	2023-08-31	2023-06-30
Minutes, photos and signatures of project meetings	F1	2023-08-31	2023-08-31
Contribution to updated table of the Project Performance Indicators	F2	2023-11-30	2023-08-31
Contribution to After-LIFE Conservation plan	F3	2023-08-31	2023-06-30

AMaYA will meet the following milestones at the mentioned deadlines:

Name of the milestone	Number of the associated action	Deadline
Project staff identified and active	A2	2019-03-31
Start of the collection of data with the forms	A4	2019-06-30
Info panels installed	E1	2019-12-31
Knowledge of historical data about AVC and about animal movements in relation to the roads is available	A3	2020-03-31
End of data processing	A4	2020-06-30
Detailed information on the analyzed features on the target road segments is available for Spain	A5	2020-06-30
First AVC PS installed	C1	2020-09-30
First experience exchange trip	E5	2021-06-30
Replication case agreed	E7	2023-08-31

AMaYA undertakes to make itself familiar with the "General Conditions" (Annex I to the grant agreement) and the Financial and Administrative Guidelines (Annex X to the grant agreement and Annex B to the present agreement) and will carry out the project in

agreement with these rules. In any case it will follow the administrative and technical provisions for the management of the project and for the technical and financial reporting;

AMaYA will respect the timing mentioned in the time table in form C3 of the Project, and will do all in its possibilities to contribute to achieve all the deliverables and milestones listed in form C2.

AMaYA commits to respect deadlines set by the coordinating team of Agristudio also if they are earlier than the deadlines specified in the approved project. It undertakes to implement the foreseen actions in agreement with the Project, following methods, project areas, organizations responsible for different actions, indicators and methods of verification as stated in Forms C1/a to C1/f of the Project. **AMaYA** will purchase the items and make the contracts mentioned in the Activity descriptions in the Project, and will stick to what is foreseen in the financial forms of the Project;

AMaYA undertakes to nominate, by 31 January 20198 the people responsible for the technical and administrative development of the Project as listed in the Project budget;

In cases of delay or of lacking or incomplete performance of activities imputable to **AMaYA**, this organization will be considered responsible for the damage caused to the Project and sanctions of the Agency/Commission will be applied to it;

AMaYA will report to Agristudio about all the problems and constraints met in the development of the Project. Together with Agristudio it will try to overcome the constraints;

It is the task of **AMaYA** to assist Agristudio to fulfil its obligations under the grant agreement, in particular the timely delivery of documents and information (technical as well and financial) to Agristudio (cf. reporting requirements);

AMaYA shall not report directly to the Agency/Commission on the technical and financial progress unless explicitly requested to do so by the Agency/Commission.

AMaYA will share freely with Agristudio and other associated beneficiaries the know-how necessary for the execution of the Project and accrued in the course of its development.

AMaYA accepts all the provisions of the agreement with the Agency/Commission, in particular all the provisions affecting **AMaYA** and Agristudio. In particular, **AMaYA** acknowledges that, by virtue of the mandate signed, Agristudio alone is entitled to receive funds from the Agency/Commission and distribute the amounts corresponding to **AMaYA**.

5. Communication

In order to ensure effective communication about the project, Agristudio hereby commits to send to **AMaYA** regular information on the project progress or any relevant information regarding the project.

AMaYA hereby commits to:

- Send regular updates and information on the progress under the responsibility of **AMaYA** to the LIFE Project Manager and Technical Coordinator. Such updates shall include: blogs, news items and news flashes, events, pictures, special observations of events regarding the project, links etc.;
- Contribute to constantly updating the Spanish version of the project website and to provide inputs for the project Facebook page;
- Ensure that the LIFE Programme logo (Annex II to the LIFE Regulation, <http://ec.europa.eu/environment/life/toolkit/comtools/resources/logos.htm>) is very visible in all communications materials produced and published, and communication vehicles and tools used. This obligation shall include the LIFE Programme logo and links to the project website and Facebook pages. In all products, along with the LIFE logo, the following sentence shall be included: "This material was produced with the contribution of the LIFE Programme of the European Union". In all communication materials clear reference to the contribution of the project to the Natura 2000 network shall be made.
- All durable goods acquired in the framework of the project shall bear the LIFE Programme logo unless otherwise specified by the Agency/Commission.

- When displayed in association with another logo, the LIFE Programme logo must have appropriate prominence.

6. Common obligations for both Agristudio and AMAYA

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

Agristudio shall provide a Central Management Team, consisting of a Project Manager, a Financial Manager and a Technical Coordinator, who will be responsible for the overall coordination and monitoring of the project progress both from the technical and financial/administrative point of view. The Central Management Team shall regularly update AMAYA about guidelines regarding the implementation of the project, according to the General Conditions (Annex A to the present agreement) and the Financial and Administrative Guidelines (Annex B to the present agreement). Also, the Central Management Team shall set internal rules for the most appropriate project management.

AMAYA commits to promptly provide requested information to the Central Management Team and to follow the provided guidelines.

Yearly Project coordination meetings will be organized by the Central Management Team, and AMAYA commits to be present at the meetings, to report about the activities carried out in the Spanish project area and to contribute to the solution of potential problems.

Agristudio and AMAYA shall keep sound and proper financial records, which must at all times provide a clear and up-to-date account to match the relevant year of the Project Budget. For the sake of traceability of expenditure and income, an analytical accounting system shall be put in place. Accounting must be performed by applying the accruals accounting method.

Agristudio and AMAYA 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 Agency/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 Agency/Commission

when requested. The financial reporting will be done according to the guidelines that will be provided by Agristudio.

Agristudio shall retain copies of all supporting documents of **AMAYA**.

The Agency/Commission, or any representative authorized by the Agency/Commission reserves the right, at any time during the term of the Agreement and up to five years after the final payment of the Community contribution, to audit **AMAYA** as referred to in Article II.27 of the General Conditions.

AMAYA shall fully cooperate in such audits and shall provide all information requested by the Agency/Commission promptly.

For any kind of technical or financial/administrative modifications to the project **AMAYA** shall consult the Central Management Team of Agristudio by writing according to a form specified by the Central Management Team. The Central Management Team shall provide feedback regarding the requested changes within 15 days from the request.

In any case, Agristudio and the Central Management Team will have exclusively a role of guidance and consultancy regarding the means of management of the project according to the rules of the LIFE programme. **AMAYA** will retain the full responsibility of potential problems in the implantation and management of the project and in the technical and financial reporting.

7. Technical activity reports

AMAYA shall provide any relevant information to Agristudio 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 for the project	Deadline for AMAYA
Data for Progress Report 1	31-01-2020	15-12-2019

Data for Mid Term Report	31-03-2021	15-02-2021
Data for progress Report 2	31-07-2022	15-06-2022
Data for Final Report	30-11-2023	30-09-2023

AMaYA should provide the Central Management Team a brief summary of the project actions latest by the 25th of each month, using the format provided by Agristudio. In any case, **AMaYA** shall provide information and reports to Agristudio upon request and respect the deadlines set by Agristudio during the reporting phases.

8. Financial reporting

AMaYA is obliged to report costs as specified in the grant agreement, the present agreement and the guidelines provided by Agristudio.

Regarding the final statement of expenditure and income, **AMaYA** shall provide Agristudio with a dated and signed "participant cost statement summary" 60 days before the deadline for submission to the Agency/Commission of the final report.

Financial reports, including a final report, shall be due quarterly upon the following dates:

- Period from 1 January – 31 March due by 15 April
- Period from 1 April – 30 June due by 15 July
- Period from 1 July – 30 September due by 15 October
- Period from 1 October – 31 December due by 15 January

Should the Agency/Commission or the external monitoring team request a more frequent reporting, or should it become evident that a more frequent reporting is needed in order to guarantee a timely and efficient control and correct reporting, the intervals for the delivery of the financial reports might be shortened to 2 months.

In the event that Agristudio is not satisfied with any report, Agristudio shall notify **AMaYA** within 15 days of receipt of such report and explain its position. In such case, a new report

will be provided in 10 days, incorporating the comments provided by Agristudio. The "financial reporting tool" provided by the European Agency/Commission must be used for the statements and all the applicable columns must be filled in according to the instructions provided by Agristudio.

All documentation for expenditure delivered by **AMaYA** must be related to costs inherent to the Project and refer to costs that were actually incurred during the lifetime of the project, as foreseen in Article II.19.1 of the "General Conditions". Also, it must bear, apart from a description of the expenses, a clear reference to the Project LIFE17 NAT/IT/000464 - LIFE SAFE-CROSSING, according to the guidelines that will be provided by Agristudio, linking them to the analytical accounting system. All statements that do not satisfy these requisites will not be accepted by Agristudio. The according costs will be considered ineligible and will not be refunded.

With all the financial statements **AMaYA** will send to Agristudio scanned or hard copies of all invoices, time sheets, documents for the calculation of overheads etc. as foreseen by the guidelines provided by Agristudio. For the financial and administrative management and reporting **AMaYA** will use the forms provided by the European Agency/Commission.

AMaYA undertakes to repay to forms any amounts paid in excess of the real eligible costs, in the manner and within the time limits set by the Agency/Commission. In addition, **AMaYA** will refund to Agristudio the costs for the actions under its responsibility that were not developed to the satisfaction of the Agency/Commission, and will deliver explanations for the reasons for not developing the actions as foreseen.

In case the Agency/Commission does not consider the actions developed by **AMaYA** satisfactory, the cost of these actions will be detracted from the budget of **AMaYA** and the financial contribution of the European Agency/Commission to **AMaYA** will be reduced accordingly.

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

In accordance with the "declaration of the associated beneficiary", **AMaYA** will implement the project actions with an estimated total cost of € 112.792,00 (hundredtwelvethousandsevenhundredninetytwo/00).

AMaYA will contribute € 10.000,00 (tenthousand/00) to the project of own financial resources.

On the basis of the above, **AMaYA** will receive from Agristudio a maximum amount of € 84.594,00 (eightyfourthousandfivehundredninetyfour/00) as share of the EU contribution. The estimated total costs incurred by **AMaYA** will be regularly reviewed during the project. In agreement with **Agristudio** (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 notwithstanding that the amount of co-funding of INCDS cannot be modified.

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.

The remaining portion of any such profit will be allocated to beneficiaries that generates it.

10. Payment terms

Unless requested otherwise in writing by **AMaYA**, Agristudio shall make all payments to the following bank account of the associated beneficiary:

Bank name: BBVA

Account holder: Agencia de Medio Ambiente y Agua

IBAN: [REDACTED]

BIC: [REDACTED]

AMAYA shall be obliged to promptly advise Agristudio of any change in the bank details.

The payment scheme between the coordinating beneficiary and the associated beneficiary is the following:

- a first pre-financing instalment of 30% of the total EC contribution at the beginning of the project, upon signature of the present agreement and of the submission, by **AMAYA**, of a request of payment of the sum of € 25.378,20 (twentyfivethousandthreehundredseventyeight/20).
- a mid-term instalment of 40% of the total EC contribution after the acceptance, by the Agency/Commission, of the Mid Term Report, upon reception, by Agristudio, of the second instalment by the Agency/Commission, and upon submission, by **AMAYA**, of a request of payment of the sum of € 33.837,60 (thirtythreethousandeighthundredthirtyseven/60). This second instalment will be paid only under condition that at least 100% of the first pre-financing instalment will have been spent and duly reported by **AMAYA** and that the costs have been considered eligible by the Agency/Commission.
- the balance payment of maximum 30% of the total EC contribution upon acceptance, by the Agency/Commission, of the Final Report, upon reception, by Agristudio, of the final payment by the Agency/Commission and upon submission, by **AMAYA**, of a request of payment of the final instalment. The amount will be dependent on the total amount considered eligible by the Agency/Commission.

In case of non-compliance with regard to the implementation from **AMAYA** with a provision in this Agreement (in a qualitative and/or quantitative sense), Agristudio has the right to deviate from this schedule (including to suspend or withhold payment). **AMAYA** has the responsibility to formally notify Agristudio of any possible risks or concerns relating to the objectives as soon as they arise.

Agristudio and **AMAYA** 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 Agristudio. Agristudio shall transfer the share of the final payment to **AMAYA** after the Agency/Commission has made the final payment. Agristudio may recover any amounts that have been unduly paid to **AMAYA**, including unduly paid amounts identified as such during an ex-post audit by the Agency/Commission.

11. Termination of partnership agreement

This agreement may be terminated with immediate effect by written notice given by one party to the other in any of the following events (without prejudice to any of the existing rights which may have accrued to either party hereunder):

- a. If the other party commits a breach of any of its undertakings contained in this Agreement and shall fail to rectify the cause or shall not have caused sufficient progress to reasonably rectify the cause within 30 days after a notice in writing has been served upon it requiring the same to be rectified; or
- b. If the other party fails short in reaching the objectives as included in the annual work plans or fails to comply with the requirements set in this Agreement and when these shortcomings will cause donors to cancel their funding for the area; or
- c. If pursuant to any court order, decree or process or otherwise steps are taken upon or against any part of the property and assets of the other party unless those steps are being contested by the other party in good faith; or
- d. If an effective resolution shall be passed for the dissolution or winding up of the other party (other than for purposes of reconstruction or amalgamation) or a receiver is appointed of the undertaking or assets of the other party or any part thereof.

12. Jurisdiction clause

Failing amicable settlement, the Court of Florence Italy 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.

For the coordinating beneficiary

For the associated beneficiary

Date: 27/12/2018

Date:

Place: Florence

Place: Sevilla

[Redacted signature area]

Fabio Papini

Antonio Galán Pedregosa

Administrator and Technical Director

Director Gerente

ANNEXES PREVIOUSLY SENT BY EMAIL:

- Annex A - Grant agreement signed between the European Agency/Commission and RE, including the Special and General Conditions, and the approved proposal and all its annexes.
- Annex B - The Financial and Administrative Guidelines.