

Partnership agreement

Concerning the LIFE project "LIFE Great Bustard" (LIFE15 NAT/AT/000834)

The Coordinating Beneficiary
Österreichische Gesellschaft Großtrappenschutz (ÖGG)



represented by

Ing. Werner Falb-Meixner (chairman)

AND

The Associated Beneficiary
Kiskunság National Park Directorate
Liszt Ferenc utca 19.
6000 Kecskemét
Hungary

represented by

Sándor UGRÓ (director)

HAVE AGREED

1. Subject

This partnership agreement is concluded in relation to the LIFE project "Cross-border protection of the Great Bustard in Central Europe", as described in Grant Agreement LIFE15 NAT/AT/000834, signed on 25/07/2016.

The grant agreement 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, 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.

2. 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.

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 time limit for the Coordinating Beneficiary to make the first payment (pre-financing) of the Union contribution is maximum 30 days after signing the recent Partnership Agreement.
- The time limit for the Coordinating Beneficiary to make the second payment of the Union contribution is 30 days after the payment from EC to the Coordinating Beneficiary;
- The time limit for the Coordinating Beneficiary to make the payment of the balance of the Union contribution is 30 days after the payment from EC to the Coordinating Beneficiary;
- The first payment (pre-financing) will be 30% of the total Union contribution to the Associated Beneficiary (estimated € 333,127.2). Further two payments are 40% (second pre-financing), and 30% (final payment), respectively, based on the financial progress of the project.

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 will contribute € 21,345 to the project. The organisation will participate in the implementation of the following actions: A.6, A.7, A.8, A.9, C.4, C.5, D.16, D.17, E.18, E.19, F.6, F.7 and F8. The estimated total cost of the organisation's part in the implementation of the project is € 1,615,783.

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:

The Associated Beneficiary will send copies of supporting (accounting) documentation to the Coordinating Beneficiary once in three months and will participate at project meetings.

Responsible for the contact between the Coordinating Beneficiary and the Associated Beneficiary are the contact persons. If there is a change of a contact person it is necessary to inform the other beneficiary within 14 days.

If there is a change of the name of the organisation or another relevant change it is necessary to inform the other beneficiary within 14 days and it is necessary to agree a new partnership agreement.



6. Project co-financers

The Associated Beneficiary shall conclude with co-financers to ensure co-funding.

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
Progress report	30/11/2017
Progress report	30/04/2019
Progress report	30/09/2020
Mid-term report	30/06/2021
Progress report	28/02/2022
Progress report	30/06/2023
Final report	31/12/2023

Latest two month before the deadline of the report the Associated Beneficiary will send all necessary information on the LIFE project to the Coordinating Beneficiary.

Every three months, the Associated Beneficiary shall send the Coordinating Beneficiary a note presenting the activities carried out during the months in question, together with the financial information agreed under point 8.

The Coordinating Beneficiary will send details about format and content before the first reports (both financial and technical) but within 30 days after signing this Partnership Agreement per e-mail to the contact person.

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 30 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 30 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 will be agreed in a project meeting at the beginning of the project. Within 30 days after signing Partnership Agreements the Coordinating Beneficiary organizes a kick off meeting to all beneficiaries about detailed financial reporting.

Informing the Coordinating Beneficiary of payments implemented, including sending all financial documents (tender documents, purchase orders, proof of payments, salary slips, time sheets, bills, accounts, invoices, statement of accounts, etc.) must be done by the Associated Beneficiary in every 3 months, according to the working plan agreed on the kick off meeting.

All financial documents related to the project "The cross border conservation of the Great Bustard in Central Europe" must be marked evidently with the following text:

"LIFE Great Bustard (LIFE15 NAT/AT/000834)"

At all other documentation during account management of the Associated Beneficiary must follow the own accounting, billing and bookkeeping system of the Associated Beneficiary.

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 will implement actions with an estimated total cost of € 1,615,783.

The Associated Beneficiary will contribute € 21,345 to the project of its own financial resources.

On the basis of the above amounts, the Associated Beneficiary will receive from the Coordinating Beneficiary a maximum amount of € 1,110,424 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.

If any financial changes come up during the project period, the Associated Beneficiary gives the request for the correction in a registered letter from the Coordinating Beneficiary, who should give the official reply to the request within 30 days. In case of the agreement of the Coordinating Beneficiary the upcoming payments will be calculated according to the modified and approved cost estimation.

In case the costs of implementation of the actions were lower than estimated and are in line with the Common Provisions, the remainder can be allocated to further, or similar activities of the Beneficiary in unison with the Coordinating Beneficiary and the information and approval of the Agency/Commission.

Money transfer due to lower costs of implementation between Beneficiaries can be done with the approval of the Coordinating Beneficiary and the Agency/Commission, according to the recommendation of the Beneficiaries involved in the project.

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 as follows:

All profit generated in the project must be allocated to the particular Beneficiary (preferably the Beneficiary responsible for implementation of the action, under which the profit has been generated) of the project, to whom the remaining portion of any such profit will be allocated.

Parties have agreed on ownership and use of copyrights for produced materials and on ownership and use of goods purchased by grant as it is stated below:

- Goods purchased by associated beneficiaries to undertake their tasks will remain in possession of the associated beneficiaries

All properties acquired by grant from the Grant Agreement must remain the properties of the concerned parties for 5 years from the date of last reimbursement of the Grant. This is an obligation for all parties of the partnership.

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 holder: Kiskunsági Nemzeti Park Igazgatóság

Bank name: Magyar Államkincstár Bács-Kiskun Megyei Igazgatóság

IBAN: HU48-10004885-10002010-01011838

The payment scheme between the Coordinating Beneficiary and the Associated Beneficiary is defined under point 3.

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 will transfer the share of the final payment to the Associated Beneficiary after the Agency/Commission has made the final payment.

The Coordinating Beneficiary will 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.

The conversion into Euro is defined in II.23.4 in the Grant agreement.

The Coordinating Beneficiary gives written feedback about the acceptance of financial reports (deadlines listed under point 7.) of the Associated Beneficiary. The Coordinating Beneficiary refuses further payments in case the financial reports of the Associated Beneficiary does not fulfil the requirements of the approved Working Plan referring to the format and content of financial reporting.

The acceptance of the reports and successful ex-post audit by the Agency/Commission is necessary and adequate requirements for transferring the shares of the EU contribution defined under point 3 to the Associated Beneficiary.

11. Termination of partnership agreement

Termination of Partnership Agreement by the Coordinating Beneficiary

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

- for no valid technical or economic reason, fails to fulfil 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 to fulfil its commitments, 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.

As a general rule, if the Associated Beneficiary does not fulfil its commitments according to the approved Work Plan, the Common Provision or the recent Partnership Agreement, the Coordinating Beneficiary requests the correction of irregularities in a registered letter. In case the breach of the PA continues, the Coordinating Beneficiary officially invites the Associated Beneficiary to discuss and resolve the situation. If the situation won't improve, the Coordinating Beneficiary would declare the termination of the PA, and would request the reimbursement of the advance payment that has already received by the Associated Beneficiary.

Termination of Partnership Agreement by the Associated Beneficiary

The Associated Beneficiary can terminate Partnership Agreement for good reason. Coordinating Beneficiary should be informed on the reasoned decision in a registered letter. Financial contribution that has already been received should be reimbursed to the Coordinating Beneficiary.

12. Jurisdiction clause

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

Failing amicable settlement, with the jurisdictional rules mutatis mutandis applied, the Parties shall provide for the exclusive jurisdiction of the court 'Kecskeméti Járásbíróság'.

Done at Zurndorf on 29. September 2016 and Kecskemét on 30. September 2016, in duplicate in English

For the Coordinating Beneficiary
Ing. Werner Falb-Meixner
chairman

For the Associated Beneficiary
Sándor UGRÓ
director

ANNEXES:

- The LIFE Grant Agreement signed between the European Agency/Commission and the Coordinating Beneficiary, including all annexes thereto.

