

**Partnership agreement No. 2020/000895/1
on project LIFE19 NAT/SK/000895**

**Conservation of endemic species and dry grassland habitats in the contact zone of Pannonian and
Alpine bioregions**

concluded pursuant to article 51 of the Act No. 40/1964 Coll. Civil Code as amended, hereinafter referred to
as the "Partnership Agreement", between

Name of the Party 1.: Bratislavské regionálne ochrannárske združenie
BROZ - Regional Association for Nature Conservation and Sustainable Development
Address: Na Riviére 7/A, 841 04 Bratislava, Slovakia
Represented by: RNDr. Tomáš Kušík, PhD., chairman
Reg. No.: 31771815
VAT No.: 2021575028
Name of Bank: Tatra banka, a.s.
SWIFT code: TATRSKBX
IBAN code: SK22 1100 0000 0029 2786 3919

as coordinating beneficiary of the project, hereinafter referred to as the "Provider" or "BROZ", and

Name of the Party 2.: Duna -Ipoly National Park Directorate (Duna-Ipoly Nemzeti Park Igazgatóság)
Address: Strázsa-hegy, 2509 Esztergom, Hungary
Represented by: András Fűri, director
VAT No.: 15325763-2-11
Name of Bank: Magyar Államkincstár
Address of Bank: H-1054 Budapest, Hold u. 4.
SWIFT code: HUSTHUHB
IBAN code: HU07-10004885-10008016-02206130

as associated beneficiary of the project, hereinafter referred to as the "Beneficiary" or "DINPD",

both BROZ and DINPD hereinafter referred to as the "Contracting Parties".

I.

Subject of the Partnership Agreement

1. The subject of the Partnership Agreement is to set terms for Contracting Parties in order to cooperate on implementation of project co-funded by the European Commission under the LIFE programme titled "Conservation of endemic species and dry grassland habitats in the contact zone of Pannonian and Alpine bioregions" with code LIFE19 NAT/SK/000895, hereinafter referred to as the "Project", in accordance with the Grant Agreement concluded between the European Union represented by the Executive Agency for Small and Medium-sized Enterprises and acting under the powers delegated by the European Commission, hereinafter referred to as the "Commission", and BROZ on 3rd August 2020, hereinafter referred to as the "Grant Agreement" which is attached to this Partnership Agreement in the Annex I.
2. Project applicant and final Coordinating Beneficiary for the financial assistance granted by the Commission for realisation of the Project is BROZ with DINPD as one of the Associated Beneficiaries to the project. Other Associated Beneficiaries to the project are Pilisi Parkerdő Zrt. (PP) and State Nature Conservancy of the Slovak Republic.
3. The duration of the Project lasts from 1st September 2020 until 28th February 2027. In the case of possible future prolongations of the project duration based on amendments to the Grant Agreement concluded between the Provider and the Commission, the project duration agreed in this Partnership Agreement is considered prolonged as well according to the amendments to the Grant Agreement.
4. Approved total project budget is **5,279,511 EUR**, total eligible costs are **5,279,511 EUR**. Contribution of the Commission is **3,959,630 EUR (75 %)**, own contribution is **1,159,960 EUR (21,97 %)** and Co-financier contribution **159,975 (3,03%)**.

5. The Beneficiary shall assure for the Provider in line with the Project, which is an integral part of the Grant Agreement attached to this Partnership Agreement in the Annex I, realisation of activities defined in the following point of this article of this Partnership Agreement with total costs of **782,188 EUR**, out of which **586,640 EUR (75 %)** shall be transferred from the Commission's contribution and **35,573 EUR (4,55 %)** shall be provided by the Beneficiary out of its own resources and **159,975 (20,45%)** shall be provided by the Co-financier.

6. The Beneficiary shall participate in following activities:
 - A.1: Expert study on ecology and optimal management of *Linum dolomiticum*
 - A.2: Expert study on restoration and long-term management of dry grassland habitats in Slovakia
 - A.3: Obtaining technical documentation and necessary permissions for infrastructure for action C3
 - B.1: Land purchase and long-term lease
 - C.1: Restoration management of target species and target habitats
 - C.2: Reintroduction of extensive grazing
 - C.3: Diverting the pressure of mass tourism and game from target species
 - C.4: Propagation of target species on project sites
 - D.1: Monitoring of project impact on target species and habitats
 - D.2: LIFE performance indicators monitoring
 - D.3: Assessment of project impact on ecosystem services
 - D.4: Assessment of projects socio-economic impacts and impact of dissemination actions
 - E.1: Awareness raising – public
 - E.2: Awareness raising - key stakeholders
 - E.3: Replication toolkit
 - E.4: Networking and policies
 - E.5: Developing of volunteer involvement
 - F.1: Project management and reporting
 - F.2: Project bookkeeping, financial management and auditing
 - F.3: After-LIFE plan

II.

Role and obligations of the Provider

1. The Provider is legally and financially responsible to the Commission for the full implementation of the project measures to achieve the project objectives and for the dissemination of the project results.
2. The Provider shall transfer the financial contribution to the bank account stated by the Beneficiary in total amount of **586,640 EUR** as purposefully bound resources for covering costs arising from the Project. The Provider shall transfer the financial contribution only after the financial transfer from the Commission has been received to his account.
3. From the Commission's contribution delivered to the Provider, the Provider shall provide the Beneficiary with appropriate payments for eligible costs approved by the Commission defined in the Project under following conditions:

DINPD (HU)	Payments		Commission's contribution 75%	Beneficiary's own contribution provided by the co-financier 25%
	1. pre-financing payment after signature of Partnership Agreement	25%	146,660 €	48,887 €
2. pre-financing payment after 100% spending and billing of the first payment (75% EU contribution + 25% own contribution)	25%	146,660 €	48,887 €	
3. pre-financing payment after 100% spending and billing of the second payment (75% EU contribution + 25% own contribution)	25%	146,660 €	48,887 €	
4. payment of the balance after approval of the Final report	25%	146,660 €	48,887 €	
TOTAL	100%	586,640 €	195,548 €	

4. The Provider by virtue of the signed mandate of the beneficiary alone is entitled to receive funds from the Commission and distribute the amounts corresponding to the Beneficiary's participation in the Project as specified in both the Partnership Agreement and the Grant Agreement.
5. The Provider shall 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 Beneficiary should be provided with copies of these reports and the Commission's reactions to these documents.
6. The Provider shall not act, in the context of the project, as sub-contractor or supplier to the Beneficiary or other Associated Beneficiaries to the project.
7. The Provider shall mention participation of the Beneficiary in the Project and shall always state his name and logo, or other information if relevant at information materials, website, media outputs and press releases, information boards and during each project promotion, where possible.

III.

Role and obligations of the Beneficiary

1. The Beneficiary shall do everything in his power to help the Provider fulfil the obligations under the Grant Agreement. In particular, the Beneficiary hereby shall provide the provider with whatever documents or information (technical and financial) may be required, as soon as possible after receiving the request from the Provider mainly for the reporting, accounting and other administrative purposes connected to the Project, its control, monitoring and auditing.
2. The Beneficiary through the mandate grants the power of attorney to the Provider, to act in his name and for his account in signing possible subsequent amendments to the Grant Agreement with the Commission.
3. The Beneficiary shall accept all provisions of the Grant Agreement concluded with the Commission.
4. The Beneficiary shall provide realisation of project and its activities according to the article I of this Partnership Agreement.
5. The Beneficiary shall contribute minimum of **35,573 EUR** to the project from his own financial resources. It is not possible to use other direct or indirect financial resources of the European Union for project co-financing.
6. Costs declared by the Commission as ineligible are on Beneficiary's own costs. In the case that following the procedure described in the article II point 3 of this Partnership Agreement the Provider transferred to the Beneficiary financial resources exceeding 75% of the eligible costs approved by the Commission, the Beneficiary shall return the surplus to the Provider within 10 days from the

approval of the final report of the Project or within 10 days of official notice from the Commission stating the ineligibility of costs incurred by the Beneficiary.

7. The Beneficiary shall not act, in the context of the Project, as sub-contractor or supplier to the Provider or other Associated Beneficiaries to the project.
8. The Beneficiary realises orders of goods, services and works according to valid internal legal rules on public procurements.
9. The Beneficiary provides adequate specialised and experienced personnel for the project realisation. The Beneficiary shall assign contact persons responsible for project activities and bookkeeping, which shall communicate with the project and financial managers flexibly and on-time.
10. The Beneficiary shall nominate his representative to the project Steering Committee. The Beneficiary shall assure that his representative or his substitute is present to each and every Steering Committee meeting.
11. Providing that they exist, the Beneficiary shall submit to the Provider all internal regulations on procurement procedures, travel and subsistence costs and personnel costs and remuneration within 30 days from the signing of this Partnership agreement.
12. In the case that procurement procedure for goods and services exceeds the sum of **15,000 EUR**, the Beneficiary shall provide the Provider with a copy of all the original procurement procedure documentation in Hungarian in an electronic form.
13. The Beneficiary shall in all materials, publications and media outputs concerning the project state an explicit reference to this project, using the LIFE logo, together with information about funding the project from the LIFE programme. The Beneficiary shall send to the Provider one copy and electronic version of each printed material, publication and media output. All durable goods acquired in the framework of the project shall bear the LIFE logo. The same applies to Natura 2000 logo.
14. The Beneficiary undertakes to allow the Commission staff and persons authorised by the Commission appropriate access to his sites or premises where the project is being carried out and to all documents relating to the technical and financial management of the project. The Beneficiary also allows access of independent financial auditor or an auditor authorised by the Commission to the accounting records of the project. Such controls can be done at any time during the project implementation and up to five years after the final payment of the Community contribution.
15. The Beneficiary shall not report directly to the Commission on the technical and financial progress unless explicitly requested to do so by the Commission.

IV.

Accounting and administration

1. Project budgeting and accounting currency is euro (EUR). Conversion of another currency into EUR shall be done in accordance with the Grant Agreement.
2. The Beneficiary shall maintain up-to-date books of account, in accordance with the normal accounting conventions imposed on them by law and existing regulations. For the sake of traceability of expenditure and income, an analytical accounting system shall be put in place. The Beneficiary shall retain all appropriate supporting documentation for all expenditure (invoices, cash receipts, timesheets, salary slips, payment orders, proof of payments, purchase orders, tender documents, etc), throughout the project and for at least five years after the final payment.
3. All invoices issued by subcontractors, contracts, orders and other documentation concerning the project realisation must be in compliance with the project activities, shall bear a clear reference to the LIFE programme and shall be marked with the project code LIFE19 NAT/SK/000895 and project title „ Conservation of endemic species and dry grassland habitats in the contact zone of Pannonian and Alpine bioregions “, or project acronym LIFE ENDEMIC PANALP. All invoices shall also be sufficiently detailed as to allow identification of single items covered by the goods, service or work

delivered. Also each person, employed fully or partly within the project must have this fact stated in his or her working contract or secondment/assignment letter.

4. The Beneficiary shall archive all documentation on public procurement of sub-contractor selection for goods, services and works.
5. Changes to the provisional project budget of the Beneficiary exceeding 20,000 EUR shall be approved by the Provider.
6. Project realisation is governed by valid legal regulations and provisions applied for the LIFE programme and stated in the Grant Agreement.

V.

Progress reports

1. The Beneficiary shall submit to the Provider progress reports for the calendar years until the end of the quarter following the end of the year (for 2020 to 31.3.2021, for 2021 to 31.3.2022, etc.), except for the last report on project implementation, which will be sent to the Provider by 31.3.2027 and will include expenses until the end of the project 28.2.2027. All reports shall contain information on project activities implementation referring to the project objectives and timetable. Reports shall include photographs, maps, deliverables, and other documents proving realisation of activities and project results.
2. Reports shall also include a statement of expenditures and income, which shall prove truly incurred costs for project activities. Statement of expenditures and incomes shall be supported by documentation of all accounting documents (invoices, cash receipts, timesheets, salary slips, payment orders, proof of payments, purchase orders, tender documents, etc.) having an evidence value to particular payments.
3. The progress reports are to be provided in an electronic form.
4. The Beneficiary shall continuously document running and progress of the project activities by means of photo documentation, work meeting minutes, acceptance certificates, etc. This documentation shall be available to the Provider on request.

VI.

Period of execution

1. Commencement of the admission period of this Partnership Agreement is 1st September 2020. Ending date is 28th February 2027. In the case of possible future prolongations of the project duration based on amendments to the Grant Agreement, the ending date set in this Partnership Agreement follows the date set as the end of the project duration in accordance with the article I point 3 of this Partnership Agreement.
2. Eligibility of costs is bound to the project duration period.
3. Financial provisions and obligations of the Beneficiary are valid until the final payment of the Commission. Accounting documents must be archived for at least five years after the final payment.

VII.

Conflict of interest

1. The Provider and the Beneficiary undertake to take all the necessary measures to prevent any risk of conflicts of interest which could affect the impartial and objective performance of the Grant Agreement. Such conflicts of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

- Any situation constituting or likely to lead to a conflict of interest during the performance of the Grant Agreement must be brought to the attention of the Commission, in writing, without delay. The Provider and the Beneficiary shall, without delay, take whatever steps are necessary to rectify this situation. The Commission reserves the right to check that the measures taken are appropriate and may itself take further action if this is deemed necessary.

VIII. Confidentiality

- The Provider and the Beneficiary undertake to preserve the confidentiality of any document, information or other material communicated to them in confidence, disclosure of which could harm another party. The contracting parties shall remain bound by this obligation beyond the closing date of the project.

IX. Special provisions

- In case of substantial changes in project realisation (in project objectives, activities, beneficiary status, budget etc.), the request to the Commission for approval of these changes through the Provider is needed.
- The provisions of the Grant Agreement, including the mandate, shall take precedence over any other agreement between the Provider and the Beneficiary which may have an effect on the implementation of the Grant Agreement.
- Contracting parties shall assume sole liability mutually and towards third parties, including for damage of any kind sustained by them while the project is being carried out.
- The Provider and the Beneficiary shall exchange at no expense information (data, records, maps, databases, aerial photos), knowledge and experiences cooperation needed for the project realisation.
- A summary of the project (project summary, name and contact information of the Beneficiary) shall be accessible to general public excluding information which can be publicised only under special regulations.
- This Partnership agreement can be amended only by the means of written numbered amendments signed by both contracting parties with exception for changes in contact details of contracting parties which only shall be announced to the other party in written form and changes arising from the amendments to the Grant Agreement concluded between the Provider and the Commission. Copies of the amendments to the Grant Agreement shall be subsequently sent to the Beneficiary by the Provider in an electronic form. This Partnership Agreement cannot be renounced unilaterally.
- Parties have agreed that they may bring legal proceedings regarding to their dispute over the application of this agreement according to the valid laws of Hungary. Parties have agreed that they may solve their dispute by negotiations. In case of failure they may bring legal proceedings exclusively before the Buda Central District Court of Justice or according to the value in dispute before the Budapest Metropolitan Court.
- This Partnership Agreement is signed in 2 English copies of which each contracting party shall get one copy.
- This Partnership Agreement has one annex: Annex I: The Grant Agreement

Bratislava, date
Provider:

7.12.2020

[Signature]

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2020 NOV 18.

[Signature]

András Fűri
director

