



LIFE Guidelines for Partnership Agreements

LIFE Programme (European Commission)

rev. August 14, 2014 (corrected references)

Grant agreements concluded under the LIFE programme can be implemented by more than one beneficiary.

While Articles II.1.2 and II.1.3 of the General Conditions outline the specific role of each type of beneficiary, Article II.1.1 of the General Conditions describes common obligations and specifies that the coordinating beneficiary and the associated beneficiaries are jointly and severally responsible for carrying out the project and complying with the relevant legal obligations. To facilitate this in practice, Article II.1.1 (c) in conjunction with Article II.1.3 of the General Conditions require that the coordinating beneficiary shall conclude agreements with each associated beneficiary describing their technical and financial participation in the project.

The key characteristics of a partnership agreement are as follows:

1. A partnership agreement must be fully compatible with the grant agreement (including the General Conditions and the full revised project proposal) signed by the Coordinating beneficiary for all beneficiaries with the Agency/Commission, which must be annexed to the partnership agreement.
2. It shall make precise reference to the General Conditions. Unless explicitly stated otherwise, all parts of the General Conditions are relevant for and apply to both the coordinating beneficiary and the associated beneficiary.
3. 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 Executive Agency for Small and Medium sized Enterprises (EASME) of the European Commission, hereinafter referred to as "the Agency") or directly the European Commission (hereinafter referred to as "the 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 grant agreement between the coordinating beneficiary and the Agency/Commission (including this partnership agreement);
4. It shall be signed by the coordinating beneficiary and the associated beneficiary;
5. It shall define the role of the coordinating beneficiary and the associated beneficiary, their responsibilities and the means to carry out the tasks foreseen in the grant agreement. A detailed description of the technical and financial participation in the project is therefore required;
6. It shall contain provisions to prevent conflicts and to establish ways to settle disputes in the best way;
7. It shall set out procedures for organising internal project funding in the most efficient and cost effective way.

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

Please note that partnership agreements are legal documents. The contracting parties (i.e. the coordinating beneficiary and the associated beneficiary) have the sole responsibility to draw up the written agreement in line with their respective national law. The Agency/Commission cannot be held responsible for the format and contents of the partnership agreement concluded between the coordinating beneficiary and the associated beneficiary. The language of the agreement may be chosen by the contracting parties among the official languages of the European Union.

The conclusion of the partnership agreement shall be notified to the Agency/Commission along with the first progress report within the meaning of Article II.23 of the General. s

The following pages present a template for a Partnership Agreement. Please note that this format is not binding; other formats containing at least a similar level of detail are also acceptable.

<p>Partnership agreement Concerning the LIFE project (Short name) + (LIFE Grant agreement reference n°)</p>

The Coordinating Beneficiary

[Name of the entity]

[Department]

[Full address]

represented by

[Name]

[Function of the person]

AND

The Associated Beneficiary

[Name of the entity]

[Department]

[Full address]

represented by

[Name]

[Function of the person]

HAVE AGREED

1. Subject

This partnership agreement is concluded in relation to the LIFE project *[full name]*, as described in Grant Agreement *[reference n°]*, signed on *[date of signature]* and <including existing amendment[s] *[number]* of *[date]*, <*[number]* of *[date]* ...> all> annexed hereto.

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 s "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 mandate² 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

² Annex IV to the Grant Agreement consisting of Form(s) A4 of the Project proposal in Annex II to the Grant agreement.

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;
- *[specify **payment** terms for the distribution of amounts corresponding to the associated beneficiary's participation in the project];*
- *<other modalities as needed>.*

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:

- *[specify the exact role of the associated beneficiary in as much detail as possible and in full compliance with the project proposal as annexed to the grant agreement with the European Agency/Commission. Quantified targets should be determined whenever possible];*
- *[specify the financial contribution of the associated beneficiary and estimated share of the EU contribution];*
- *<other modalities as needed>.*

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:

- *[specify periods (e.g. once a month) or deadlines for the associated beneficiary to send copies of supporting (accounting) documentation to the coordinating beneficiary];*
- *[specify modalities concerning project management and reporting meetings];*
- *<other modalities as needed>/*

6. Project co-financers

*<reference, if relevant, to any agreements that 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:

[a precise schedule for reporting from the associated beneficiary to the coordinating beneficiary on the LIFE project].

8. Financial reporting

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

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 *[number]* days before the deadline for submission to the Agency/Commission of the final report.

*<If applicable: The deadline for the associated beneficiary to provide the coordinating beneficiary with the mid-term financial statement is *[number]* days before the deadline for submission to the Agency/Commission of the mid-term report.>*

The procedure to collect the data and to channel them through the coordinating beneficiary regularly is *[provide details]*.

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 € *[amount]*.

The associated beneficiary will contribute € *[amount]* to the project of own financial resources.

On the basis of the above amounts, the associated beneficiary will receive from the coordinating beneficiary a maximum amount of € *[amount]* 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. The remaining portion of any such profit will be allocated to beneficiaries as follows: *[explain mechanism]*.

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 *[..... For instance, the payment scheme could follow the payments made by the Agency/Commission to the coordinating beneficiary, e.g. within one month from receipt of the pre-financing / final payment. or the payment scheme can be based on the tasks carried out by the associated beneficiary]*.

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.

<recommended: 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.

11. Termination of partnership agreement

[The coordinating beneficiary and the associated beneficiary should set the conditions for an anticipated termination of the partnership agreement. Reference should be made to the General Conditions.]

12. Jurisdiction clause

Failing amicable settlement, the Court of *[country]* 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 *[country]*

Done at [*place*] 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