

2022 - 0134 - 112120

Partnership agreement
Concerning the LIFE project
LIFE19 NAT/SK/001023 – LIFE DANUBE FREE SKY

The Coordinating Beneficiary

Name: Ochrana dravcov na Slovensku
Name in English: Raptor Protection of Slovakia (RPS)
Full address: Trhová 54, Bratislava, 841 01, Slovakia
Postal address: Trhová 54, Bratislava, 841 01, Slovakia
ID No. 31797717
Represented by: Lucia Deutschová, Executive Director

(hereinafter referred to as the “**CB**”)

AND

The Associated Beneficiary

Name: Slovenská elektrizačná prenosová sústava, a. s.
Name in English: Slovenská elektrizačná prenosová sústava, a. s.
Full address: Mlynské nivy 59/A, 824 84 Bratislava 26
Postal address: Mlynské nivy 59/A, 824 84 Bratislava 26
ID No. 35 829 141
Represented by: Peter Dovhun, CEO
Marián Širanec, VC

(hereinafter referred to as the “**AB**”)

The CB and the AB hereinafter referred to as the “**Parties**” or individually the “**Party**”.

HAVE AGREED AS FOLLOWS:

Article 1. Subject

- 1) This partnership agreement is concluded in relation to the LIFE project “**Transnational conservation of birds along Danube river**”, as described in Grant Agreement **LIFE19 NAT/SK/001023 – LIFE DANUBE FREE SKY**, signed on 20/08/2020, and all annexes hereto (hereinafter referred to as the “**project**”).
- 2) The Grant Agreement **LIFE19 NAT/SK/001023 – LIFE DANUBE FREE SKY** (and any amendment thereto) signed by the CB and the European Union (hereinafter referred to as the “**EU**”), represented by the European Commission/Executive Agency for Small and Medium-sized Enterprises (hereinafter referred to as the “**Agency**”) on 20/08/2020 (hereinafter referred to as the “**Grant Agreement**”), which includes the Special Conditions, the General Conditions in Annex I to the LIFE Grant Agreement (hereinafter referred to as the “**General Conditions**”), the full description of the project in Annex II to the LIFE Grant Agreement (hereinafter referred to as “**project proposal**”), and the other annexes, forms an integral part of this partnership agreement. Unless explicitly stated

otherwise, all provisions of the Grant Agreement including all parts of the General Conditions are relevant for and apply to both Parties.

3) The provisions of the Grant Agreement, including the mandate stipulating that the AB gives the CB the mandate to act on its behalf towards the Agency, shall take precedence over any other agreement between the Parties that may have an effect on the implementation of the above-mentioned Grant Agreement between the CB and the Agency.

Article 2. Duration

1) This partnership agreement enters into force by the date of signing this partnership agreement by both Parties, and terminates five years after the date of the payment of the balance by the CB to the AB.

2) The total project implementation period starts on 01/09/2020 and ends on 28/02/2026, involving the period for implementation of Actions and the reporting period.

3) The period for implementation of Actions and eligibility of costs starts on 01/09/2020 and ends on 30/09/2025, with payments done by 31/10/2025.

Article 3. Role and obligations of the CB

1) Article II.2.3 of the General Conditions sets out the role and general obligations of the CB. The modalities for implementing this article are:

- a) The CB shall provide the AB with copies of technical and financial reports submitted to the Agency as well as the Agency's reactions to these documents. The CB shall regularly inform the AB about communication with the Agency concerning the project;
- b) In exercising the mandate given by the AB to act on its behalf, the CB will take into due consideration the interests and concerns of the AB, whom the CB will consult whenever appropriate and especially prior to requesting any modification of the Grant Agreement;
- c) The CB shall transfer the received EU contribution corresponding to the AB's participation in the project referred to in par. 9.3), according to the scheme specified in par. 10.2).

Article 4. Role and obligations of the AB

1) Article II.2.2 of the General Conditions sets out the role and general obligations of the AB. The modalities for implementing this article are:

- a) The AB will contribute **434 100,00 EUR** to the project. The estimated total costs of the AB's participation in the project is **496 587,00 EUR**.
- b) The AB will participate in the project as described in the project proposal.

Article 5. Common obligations of the Parties

1) Article II.2.1 of the General Conditions, sets out common obligations of the Parties. The modalities for implementing this article are:

- a) The AB shall send technical and financial reports as referred to in Articles 7 and 8 or on demand.
- b) The AB will nominate its representative(s) to the Project Board, the nominated representative(s) will participate on the regular Project Board meetings (i.e. once a year) organized by the CB, in full compliance with the project proposal.

reference to the project. The respective party is liable for all damages arising from improper or incorrect handling of data. In severe and evidenced cases of improper or incorrect handling of data, the CB may claim a contractual penalty up to 3 000 EUR from the party breaching the provisions of this paragraph and the breaching party shall be obliged to pay the contractual penalty to CB within 10 days from the date of the contractual penalty's application is served to the breaching party.

8) The Parties shall ensure that the EU funding is properly acknowledged in any communication or publication made by the Parties jointly or individually that relates to the project, in line with the requirements of the Grant Agreement, especially Article II.8 of the General Conditions.

Article 6. Project co-financers

1) The AB shall conclude with co-financers any agreements necessary for ensuring the co-funding according the Grant Agreement, record the co-funding received from third parties, and report on the agreement(s) concluded and the amounts received to the CB in the subsequent quarterly report. Also, AB shall include the received co-funding in the financial statement to be submitted to the Agency.

Article 7. Technical activity reports

1) The AB shall provide any relevant information to the CB in due time before the submission of reports to the Agency, cooperate on preparation and submission of the reports, and be available with additional information, should the Agency so request. The reporting schedule for the reporting to the Agency is as follows:

- a) Mid-Term Report with payment request, due by 31.8.2023, covering the reporting period 01/09/2020 – 30/06/2023, while this deadline might be shifted to an earlier date, upon having used at least 100% of the first pre-financing payment received from the Agency;
- b) Final Report due by 28.2.2026, covering the total project implementation period 01/09/2020 – 28/02/2026.

2) The AB is obliged to report technical progress on project Actions and achievements as specified in the project proposal and the Grant Agreement on quarterly basis, mainly for the purposes of reporting to external monitoring team. The quarterly technical activity reports shall be submitted to the CB latest on the last working day of the reported calendar quarter, until the end of the project, with the first technical activity report that is due by 31/12/2020 covering the period of 01/09/2020 – 31/12/2020 and the last technical activity report that is due by 31/10/2025 covering the last month of implementation of Actions, as referred to in par. 2.3). The CB will provide to the AB the technical report templates and instructions to the submission procedure in due time before the deadline of the first technical report. The possibility of sharing the technical progress on an ongoing basis will be provided.

Article 8. Financial reporting

1) The AB is obliged to report costs as specified in the Grant Agreement. The financial reports must be submitted in euros. The conversion of the costs from national currency in euro is defined in I.4.6 of the Grant Agreement.

2) Regarding the final statement of expenditure and income, the AB shall provide the CB with a dated and signed financial statement at least 30 days before the deadline for submission to the Agency of the Final report.

3) The deadline for the AB to provide the CB with the dated and signed mid-term financial statement is 10 days before the deadline for submission to the Agency of the Mid-Term report.

4) The financial statements referred to in par. 8.2) and 8.3) shall be on paper, signed and dated originals (signed by a legal or statutory representative of the AB) and in electronic version (pdf of signed sheets and the full Excel file).

- 5) The AB shall inform the CB on the project costs incurred within 20 days after the payment implemented and submit to the CB electronic copies of all financial documents (e.g. tender documents, purchase orders, invoices, bills, timesheets, salary slips, calculation of obligatory salary charges, proofs of payment, accounting books, etc.). The CB shall give a written feedback (via e-mail) to the AB about the acceptance of the financial documents and, if relevant, ask for corrections. The last payments shall be done by 31/10/2025 and reported to the CB by 20/11/2025. The CB reserves the right not to accept the expenditures submitted after this deadline.
- 6) Following the balance payment received from the Agency, the CB will inform the AB on the receipt of the payment within 10 days after the funds have been credited to the account of the CB. To request the balance payment, the AB shall submit to CB a payment request upon this confirmation of receiving the funds from the Agency. The CB will provide to the AB the payment request template.
- 7) The CB will contract the services of an independent external auditor (hereinafter referred to as the “*Auditor*”) to produce the Independent Audit Report of Factual Findings on costs claimed under the project (hereinafter referred to as the “*Audit*”), conducting the checks of declared costs annually. The AB shall be available with additional information and provide additional documents, should the Auditor so request. The AB shall take all steps for improvements in financial management and completion of financial documentation, based on the conclusions and recommendations of the Auditor presented in the annual management reports produced upon annual checks of declared costs.
- 8) A clear reference to the project must be indicated on all invoices from suppliers and subcontractors with the following text “**LIFE19 NAT/SK/001023 – LIFE DANUBE FREE SKY**”. It is advised that all financial documents related to the project are marked evidently with a reference to the project using this format.
- 9) The AB shall maintain up-to-date books of account, in accordance with the usual accounting conventions imposed on them 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.
- 10) Original documents, especially accounting and tax records, must be stored on any appropriate medium, including digitalized originals in accordance with the AB’s national legislation, and must be kept for five years after the date of payment of the balance payment of the EU contribution.

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

- 1) In accordance with the "declaration of the associated beneficiary", the AB will implement actions with an estimated total cost of **496 587,00 EUR**.
- 2) The AB will contribute **434 100,00 EUR** to the project of own financial resources.
- 3) On the basis of the above amounts, the AB will receive from the CB a maximum amount of **62 487,00 EUR** as share of the EU contribution.
- 4) The estimated total costs incurred by the AB, will be regularly reviewed during the project. In agreement with the CB (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. Well in advance, the AB shall submit a written request to the CB on any modifications on its financial participation in the project, to allow the CB to identify the substantial changes that require a formal amendment to the Grant Agreement and, if relevant, to process the respective amendment.
- 5) The estimated and actual costs in individual costs categories incurred by the AB will be regularly reviewed during the project. In agreement with the CB (which will take into account the total costs of the project in individual costs categories incurred by all participants), the amounts in individual costs categories can be modified by shifts between

two or more cost categories, provided that the modifications are in line with the Grant Agreement concerning the project budget and the maximum amount of CB's total financial participation in the project as specified in par. 9.1). Well in advance, the AB shall submit a written request to the CB on any shifts between two or more categories of the budget of more than 1 % of the maximum amount of CB's total financial participation in the project as specified in par. 9.1), to allow the CB to identify the substantial changes that require a formal amendment to the Grant Agreement and, if relevant, to process the respective amendment.

6) The final settlement will be based on the Agency's assessment of the final statement of expenditure and income and more precisely on the accepted eligible costs of the project.

7) 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. The remaining portion of any such profit will be allocated to specific beneficiary implementing the activities, under which the profit has been generated.

Article 10. Payment terms

1) Unless requested otherwise in writing by the AB, the CB shall make all payments to the following bank account of the AB:

| | |
|-------------------|---|
| Bank name: | Tatra Banka, s.s. |
| Bank address | Hodžovo námestie 3, 811 06 Bratislava, Slovakia |
| SWIFT/BIC: | TATRSKBX |
| IBAN: | SK 30 1100 0000 0026 2019 1900 |
| Account currency: | Euro |
| Account owner: | Slovenská elektrizačná prenosová sústava, a. s. |

2) The payment scheme between the Parties is agreed as follows:

a) The payment of the balance received by the CB from the Agency (estimated in May 2026), is payable within 30 days from when the CB receives the final payment request (referred to in par. 8.6)) from the AB, where the balance is to cover the EU contribution corresponding to the eligible costs of the AB as approved by the Agency.

b) The CB will make the transactions in euro.

3) The CB may recover any amounts, which have been unduly paid to the AB or which have been paid contrary to Grant Agreement, including unduly paid amounts identified as such during an ex-post audit by the Agency. The AB shall be obliged to pay back the unduly payments to the CB within 10 days from the date of the unduly payment's pay back application is served to the AB.

Article 11. Termination of partnership agreement

1) Termination of this partnership agreement and settlement of all commitments shall follow the provisions of Article II.17 of the General Conditions on termination of the Grant Agreement, and allow the CB to act in accordance with these provisions, whereas the Parties agreed that the CB shall be entitled to terminate this partnership agreement if the AB fails to fulfill its obligations arising of the Grant Agreement for more than 30 days.

2) The termination must be done in written, by termination agreement signed by Parties based on mutual agreement, or by formal notification of one of the Parties sent to the other Party, stating:

a) the reasons for termination; and

b) the date, on which the termination takes effect. This date must be set after the date of the written termination agreement / notification.

If the reasons for the termination are not stated or if the Agency considers that the reasons do not justify the termination, the partnership agreement is considered to have been terminated improperly until an accepted correction is provided.

3) Neither party may claim damages on the grounds that the other party terminated the partnership agreement.

Article 12. Final provisions

1) All changes and amendments to this partnership agreement shall be made only in written form signed by both Parties.

2) This partnership agreement is signed in English, in three originals, two originals for CB and one for AB.

3) Communication related to this partnership agreement, its amendments and the project, will be in English.

4) The AB shall be liable for any damages incurred by the CB or third parties related to this partnership agreement and/or breaching the AB's obligations according to the Grant Agreement, even if the damage is caused by a person with whom the AB cooperates in the performance of this partnership agreement. If the CB shall be obliged to compensate to any third party any damage and/or sanction and/or fee and/or penalty arising as a result of the AB's activities related to this partnership agreement, the AB undertakes to reimburse the CB in full extent that CB had to pay and/or perform to third parties/, within 10 days from date of written application is served to the AB.

4) Parties declare that they have read, understood and accepted the Grant Agreement with its annexes including the General Conditions and in the frame of this partnership agreement they are committed to implement it and their mutual relationships shall be governed by the Grant Agreement and its annexes including the General Conditions.

5) Failing amicable settlement, the general Courts of the Slovak Republic shall have sole competence to rule on any dispute between the contracting parties in respect of this partnership agreement. The law applicable to this partnership agreement shall be the law of the Slovak Republic.

6) The contract is published in Central Register of Contracts and will enter into force one day following its publication in Central Register of Contracts.

ANNEX: The Grant Agreement signed between the Agency and the CB, including all annexes thereto, in electronic form

SIGNATURES

Lucia Deutschová

Peter Dohun

Marián Širanec

Done at Bratislava, on

Done at Bratislava, on