



Partnership Agreement

Concerning the LIFE-IP NL-NASCCELERATE project

LIFE-IP NAS

Grant Agreement LIFE20 IPC/NL/000006 - LIFE-IP NL-NASCCELERATE

The Coordination Beneficiary:
Ministerie van Infrastructuur en Waterstaat
Rijnstraat 8, 2515 XP The Hague

Represented by:
Titus Livius
Directeur Waterveiligheid, Klimaatadaptatie en Bestuur

AND

The Associated Beneficiary:
Gemeente Zwolle
Postbus 10007, 8000 GA, Zwolle, The Netherlands

Represented by:
Ed Anker
Alderman

hereinafter referred to as “Associated Beneficiary”,

hereinafter referred to as “Party” and collectively as “the Parties”,

HAVE AGREED

1. Subject

This partnership agreement is concluded in relation to the LIFE project *LIFE-IP NL-NASCCELERATE*, as described in Grant Agreement *LIFE20 IPC/NL/000006 - LIFE-IP NL-NASCCELERATE*, signed on 16 December 2021.

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 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 the coordinating beneficiary and the associated beneficiary.

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 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.

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

2. Duration

This partnership agreement enters into force when the last of the two parties (coordinating beneficiary / associated beneficiary) signs, and will end 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.2.3 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 submits the Technical and Financial progress and final reports to the Agency in accordance with the following reporting schedule:
 - o Interim Technical and Financial progress report Phase 1 - 31/03/2024
 - o Interim Technical and Financial progress report Phase 2 - 31/03/2026
 - o Final report NL-NASCCELERATE – 31/03/2028
- 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.

4. Role and obligations of the associated beneficiary

Article II.2.2 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 executes the assigned actions defined by the deliverables and milestones as set out in the Project proposal (Annex II to the grant agreement).
- The associated beneficiary contributes to the D (monitoring), E (communication) and F (project management) actions as set out in the Project proposal (Annex II to the grant agreement).

5. Common obligations for both the coordinating beneficiary and the associated beneficiary

Article II.2.1 of the General Conditions, sets out common obligations for both the coordinating beneficiary and the associated beneficiary. The modalities for implementing this article are:

- All associated beneficiaries provide the coordinating beneficiary with all information, in the required format, necessary to draw up the mandatory reports for the LIFE-IP NL-NASCCELERATE project as described in the grant agreement. To enable the coordinating beneficiary to monitor the financial progress of the project and to meet the mandatory deadlines set in the grant agreement all associated beneficiaries provide the requested financial information within 1 month after the periods specified in article 6.2 have ended.
- All associated beneficiaries provide the coordinating beneficiary with information needed to monitor the technical progress of the project. The coordinating beneficiary can request for a written update of the project progress twice a year.
- The coordinating beneficiary organizes an Annual Consortium Meeting, yearly. For all beneficiaries it is obligatory to attend the Annual Consortium Meeting. If the delegated (senior) project manager is unable to attend the meeting, a deputy should be appointed by the beneficiary to replace the project manager.
- The coordinating beneficiary and working group leaders (Project Management Team) are expected to meet several times a year to discuss project progress, draft progress reports, the bi-annual management plan and to prepare the Annual Consortium Meeting.
- At the action level, working groups will be installed, consisting of representatives of the beneficiaries involved in the action. Beneficiaries are expected to participate to the working groups. Each working group is chaired by the beneficiary appointed as working group leader.

6. Technical reporting

6.1 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.

6.2 The associated beneficiary submits to the coordinating beneficiary a technical report according to the following reporting scheme:

Report	Period covered	Followed by payment
Report 1	29/03/2021 – 31/12/2022	No, next payment after report 2
Report 2: Interim Technical and Financial progress report Phase 1	29/03/2021 - 31/12/2023	Yes
Report 3	01/01/2024 – 31/12/2024	No, next payment after report 4
Report 4: Interim Technical and Financial progress report Phase 2	01/01/2024 – 31/12/2025	Yes
Report 5	01/01/2026 – 31/12/2026	No, final payment after report 6
Report 6: Final report NL-NASCCELERATE	01/01/2026 – 31/12/2027	Yes, final payment

7. Financial reporting

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

7.2. The associated beneficiary submits to the coordinating beneficiary the financial statements according to the reporting scheme under article 6.2.

8. Estimated direct eligible costs and associated beneficiary's financial contribution to the project.

8.1 Article II.19.1 and Article II.19.2 of the Grant Agreement are applicable concerning eligible direct costs. The general principles for the distribution of the financial contribution are as follows:

- Each Party is responsible for justifying its own activities and the related costs with respect to the project and for obtaining the related financial contribution from the Commission.

- According to Article II.19.2 of the grant agreement the sum of the public contributions as beneficiaries to the project budget must exceed by at least 2% the sum of the salary costs charged to the project for public body employees who are not considered 'additional'. 'Additional' personnel includes all employees (permanent or temporary) of public bodies whose contracts or contract renewals; 1) start on or after the start date of the project and 2) specifically second/assign them to the project. This requirement is applicable on a consortium level, but could have consequences for individual beneficiaries. Individual beneficiaries that are unable to meet this requirement by themselves, by the end of the project, might receive less contribution if any shortage of reported 'additional' salary costs can't be compensated by the other public bodies.

- If the costs are higher than estimated in the grant agreement the relevant Party will bear these costs itself.

8.2 In accordance with the "declaration of the associated beneficiary" (Form A4 Proposal), the associated beneficiary will implement actions with an estimated total cost of € 973.700.

The associated beneficiary will contribute € 427.255 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 € 546.445 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. Final decisions that relate to the redistribution of budget are made during the Annual Consortium Meeting in agreement with the beneficiaries of which the budget will be reduced or increased. 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 according to the percentage share derived from each Party's input.

9. 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: NL02BNGH0285036467.

The coordinating beneficiary ensures that all the appropriate payments are made to the other beneficiaries without unjustified delay. The payment scheme between the coordinating beneficiary and the associated beneficiary is:

- Pre-financing payment (2022)
- Intermediate payment 1 (after approval of project Phase 1)
- Intermediate payment 2 (after approval of project Phase 2)
- Final payment (after receiving the Payment of the Balance)

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 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.

10. Amendment of the partnership agreement

10.1 A proposal for an amendment of the partnership agreement must be submitted to the coordinating beneficiary, in writing and duly motivated. The coordinating beneficiary shall notify the Parties and prescribe the further procedure.

10.2 A proposal for an amendment of the partnership agreement affects all partnership agreements between the coordinating beneficiary and the associated beneficiaries. The decision to amend the partnership agreement shall, therefore, be made unanimously by all beneficiaries.

10.3. Precondition of an amendment of the partnership agreement, is alignment with the General Conditions.

11. Termination of partnership agreement

11.1 The Parties agree not to withdraw from the Project nor to terminate (*Dutch: 'het*

opzeggen van’) the partnership agreement unless amendment of the partnership agreement is not possible or insufficient and unmodified continuation of the partnership agreement has unreasonable consequences for one or both Parties.

11.2. Article II.17 of the General Conditions is applicable.

12. Jurisdiction clause

12.1 Parties will try to settle disputes amicably in first instance.

12.2 Failing amicable settlement, the Court of *The Hague* 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 the Netherlands.

Done at *[place]* on *[date]*, in duplicate in English,

For the coordinating beneficiary
Titus Livius
Directeur Waterveiligheid, Klimaatadaptatie
en Bestuur

For the associated beneficiary
Ed Anker
Alderman

ANNEXES:

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