

PARTNERSHIP AGREEMENT REGARDING THE LIFE PROJECT LIFE STEWARDSHIP (LIFE23-GIE-ES-LIFE STEWARDSHIP), FUNDACION BIODIVERSIDAD F.S.P. AND EUROSITE THE EUROPEAN LAND CONSERVATION NETWORK

Madrid, 18 March 2025

The Coordinator Beneficiary:

FUNDACIÓN BIODIVERSIDAD FB, VAT ESG82207671, Calle Penuelas 10, Madrid, 28005 Spain, in the person of its representative Antonio Manuel Hidalgo Guisado.

and the Associated Beneficiary:

EUROSITE - THE EUROPEAN LAND CONSERVATION NETWORK (EUROSITE), VAT NL8185.85.948.B01, Hart van Brabantlaan, 12, Tilburg 5038 JL (Netherlands) in the person of its legal representative Harm Schoten.

WHEREAS

- On the occasion of 21/05/2024, the Parties of this Project submitted to the European Commission the application for funding for the proposal "LIFE STEWARDSHIP: *Nature governance: an innovative mission for enhancing biodiversity conservation through land stewardship*" aimed at obtaining from the European Commission ("the Commission") the contributions indicated therein, as part of the initiative called "Program for the environment and climate action", governed inter alia by EC Regulation 2021/793 (the "Regulation") and Grant Agreement and the related application rules.
- The application concerned the LIFE23-GIE-ES-LIFE Stewardship project "LIFE STEWARDSHIP: *Nature governance: an innovative mission for enhancing biodiversity conservation through land stewardship*", with duration from 01/10/2024 to 30/09/2028.
- The Parties intend to sign this "Partnership Agreement" to regulate the mutual obligations and relationships relating to the realization of the Project and the obtaining of the nonrepayable contribution referred to in the Grant Agreement (the "Grant Agreement"), equal to a maximum of Euro 1,045,241.48 (one million euro forty-five thousand, two hundred and forty-two/48) for an estimated total cost of the Project of Euro 1,742,069.14 (one million euro seven hundred and forty-two thousand and sixty-nine/14), corresponding to the "eligible budget".
- The Parties either declare that they are aware of the Project and the Grant Agreement and accept such documents as contents of this Agreement.

WHEREAS, THE PARTIES AGREE AS FOLLOWS:

1. Object

This Partnership Agreement is signed according to the LIFE [LIFE STEWARDSHIP] project, as described in the Grant Agreement, signed by the Legal Representative of FB on 30/05/2024.

The Grant agreement (and any amendments thereto) signed by the FB and the Commission, which shall include special provisions, common provisions, the full project proposal and the other

Annexes, shall form an integral part of this Partnership Agreement. All parts of the Common Provisions are relevant and apply to both the Parties of this Agreement.

The provisions of the Grant agreement, including the mandate that EUROSITE shall give the FB a mandate to act on its behalf vis-à-vis the Commission, shall take precedence over any other agreement between the associated beneficiary and the coordinating beneficiary which may influence the implementation of that Grant agreement between the coordinating beneficiary and the Commission.

2. Duration

This Partnership Agreement enters into force when both the two Parties sign it and it ends, including amendments, five years after the date of payment of the balance by FB to EUROSITE.

According to the Grant Agreement, the project to starts on 01/10/2024 (starting date) until the 30/09/2028 (end date), except amendments.

3. Role and obligations of FB

FB, as signatory of the Grant Agreement, are fully responsible towards the Commission for implementing it and for complying with all its obligations. If one of the Associated beneficiaries fails to implement their part of the action, the other beneficiaries must ensure that this part is implemented by someone else (without being entitled to an increase of the maximum grant amount and subject to an amendment).

If an Associated Beneficiary reduces its financial participation, FB in agreement with the Associated Beneficiaries, is required to find the resources necessary to ensure the correct execution of the Project. Under no circumstances will the Commission increase its contribution or the percentage of cofinancing. The current paragraph has been included in this Agreement only in accordance with the provisions of the guidelines issued by the Commission.

FB unconditionally accept all the provisions of the Grant Agreement with the Commission.

EUROSITE have entrusted FB, with the mandate provided for by the Project, with the task of signing the Grant Agreement with the Commission in their name and on their behalf, and in any case, they ratify the signature of the Grant Agreement by FB and empower FB to sign any amendments or additions, agreed with the Parties, to the Grant Agreement.

By virtue of the signed mandate, this Agreement and the Grant Agreement, only FB is authorized to obtain funding from the Commission and to distribute to the Associated Beneficiaries the amounts due, corresponding to their participation in the Project, as indicated in this Agreement.

FB must act as the intermediary for all communications between the Commission, unless the Grant Agreement specific otherwise, and in particular:

- request and review any documents or information required and verify their quality and completeness before passing them on to the Commission,
- submit the deliverables and reports to the Commission,
- inform the Commission about the payments made to the other beneficiaries,

- distribute the payments received from the Commission to the other beneficiaries without unjustified delay,

FB undertakes to inform the other Parties in writing of any written communications that they may receive from the Commission regarding the Project if such communications are of interest to such other Parties or concern actions of the Project in which such other Parties are involved, and to send a copy of the documentation sent to the Commission to the Associated Beneficiaries.

In exercising the mandate given by EUROSITE to act on its behalf, FB 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;" established in the EC model.

FB and EUROSITE will not act, within the Project, as subcontractors or suppliers to each other.

4. Role and obligations of EUROSITE

EUROSITE has the role and obligations under the Grant Agreement.

EUROSITE must inform to the FB (and the other beneficiaries) immediately of any events or circumstances likely to affect significantly or delay the implementation of the action.

EUROSITE submit to the FB in good time:

- send FB, quarterly, in digital format, the technical and financial documentation concerning the project such as calls for tenders, selection procedures, contracts, determine, minutes of award commissions, invoices, wire transfers, payment orders, travel expense reports, staff time-sheets filled in monthly, pay slips, etc., and anything else it becomes necessary, according to the internal procedures in use and in compliance with the reporting rules indicated in Annex X to the Model LIFE Grant Agreement Financial and Administrative Guidelines adopt the excel form for the reporting of personnel expenses, based on the form recommended by the European Commission, following the indications of the Coordinating Beneficiary;
- will contribute financially to the project in accordance with the provisions set out in the Grant agreement, as specified in the project, and below.
- have to apply the EU GPP toolkit and criteria https://ec.europa.eu/environment/gpp/toolkit_en.htm to include green requirements and Ecolabels in the procurement/selection documents to achieve a good balance between environmental performance, cost considerations, market availability and ease of verification, choosing to include all or only some requirements in the procurement documents. Before publication/dissemination, the Project Steering Committee will verify the inclusion of these aspects in all tenders, asking for amendments if needed;
- ensure that all its invoices have express reference to the Project (i.e. **LIFE STEWARDSHIP**) and that these will contain a clear description of the cost item(s) (in the case of several items, these must be described separately and contain the reference to the corresponding action of the project) and that they are easily traceable with reference to the procedures for assigning tasks and acquiring resources, and services;
- undertake to adopt an updated analytical accounting system (cost centre accounting);
- will provide FB with all the support necessary for a correct management of the project (on the activities carried out, technical and financial documentation etc.) according to the timing indicated in Grant Agreement or whenever expressly requested by FB;

- will take part to the meetings between the staff of the beneficiaries that will take place for the management of the project, for the preparation of reports, monitoring meetings, etc.

FB and EUROSITE will not act, within the Project, as subcontractors or suppliers to each other.

5. Confidentiality and security

The Parties must keep confidential any data, documents or other material (in any form) that is identified as sensitive in writing during the implementation of the action and for at least until the time-limit set out in the Project.

Unless otherwise agreed between the Parties, they may use sensitive information only to implement the Grant Agreement.

The Parties may disclose sensitive information to their personnel or other participants involved in the action only if they: (a) need to know it in order to implement the Grant Agreement and (b) are bound by an obligation of confidentiality.

The confidentiality obligations no longer apply if: (a) the disclosing party agrees to release the other party; (b) the information becomes publicly available, without breaching any confidentiality obligation; (c) the disclosure of the sensitive information is required by EU, international or national law.

6. Data protection

The Parties must process personal data under this Agreement in compliance with the applicable EU, international and national law on data protection (in particular, Regulation 2016/679).

7. Intellectual Property Rights

The Parties must give each other, and the other participants access to the background identified as needed for implementing the action. This means any data, know-how or information -whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights—that is: (a) held by the beneficiaries before they acceded to the Grant Agreement and (b) needed to implement the action or exploit the results.

The Commission does not obtain ownership of the results produced under the action.

The Commission has the right to use non-sensitive information relating to the action and materials and documents received from the beneficiaries (notably summaries for publication, deliverables, as well as any other material, such as pictures or audio-visual material, in paper or electronic form) for policy, information, communication, dissemination and publicity purposes — during the action or afterwards.

The right to use the beneficiaries materials, documents and information is granted in the form of a royalty-free, non-exclusive and irrevocable licence, which includes the following rights:

- (a) use for its own purposes (in particular, making them available to persons working for the Commission or any other EU service (including institutions, bodies, offices, agencies, etc.) or

EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services)

(b) distribution to the public (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes)

(c) editing or redrafting (including shortening, summarising, inserting other elements (e.g. meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation)

(d) translation

(e) storage in paper, electronic or other form

(f) archiving, in line with applicable document-management rules

(g) the right to authorise third parties to act on its behalf or sub-license to third parties the modes of use set out in Points (b), (c), (d) and (f), if needed for the information, communication and publicity activity of the granting authority

(h) processing, analysing, aggregating the materials, documents and information received and producing derivative works.

The rights of use are granted for the whole duration of the industrial or intellectual property rights concerned.

If materials or documents are subject to moral rights or third-party rights (including intellectual property rights or rights of natural persons on their image and voice), the beneficiaries must ensure that they comply with their obligations under this Agreement (in particular, by obtaining the necessary licences and authorisations from the rights holders concerned).

8. Communication, dissemination and visibility

The Parties must provide a detailed communication and dissemination plan, setting out the objectives, key messaging, target audiences, communication channels, social media plan, planned budget and relevant indicators for monitoring and evaluation. (https://cinea.ec.europa.eu/programmes/life/communication-and-gdpr-rules_en?prefLang=es#life-logo--funding-statement).

The Parties must engage in the following additional communication and dissemination activities:

- present the project (including project summary, coordinator contact details, list of participants, European flag and funding statement and special logo and project results) on the Parties' websites or social media accounts
- for actions involving equipment, infrastructure or works, display as soon as the work on the action starts a printed or electronic sign of appropriate size, with European flag and funding statement and special logo

- upload the public project results to the LIFE Project Results platform, available through the Funding & Tenders Portal

Unless otherwise agreed with the CE, communication activities of the beneficiaries, EUROSITE or FB, related to the action (including media relations, conferences, seminars, information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via traditional or social media, etc.), dissemination activities and any infrastructure, equipment, vehicles, supplies or major result funded by the grant must acknowledge EU support and display the European flag (emblem) and funding statement (translated into local languages, where appropriate).

The emblem must remain distinct and separate and cannot be modified by adding other visual marks, brands or text.

Apart from the emblem, no other visual identity or logo may be used to highlight the EU support.

For the purposes of their obligations under this Article, the Parties may use the emblem without first obtaining approval from the Commission. This does not, however, give them the right to exclusive use. Moreover, they may not appropriate the emblem or any similar trademark or logo, either by registration or by any other means.

When displayed in association with other logos (e.g. of beneficiaries or sponsors), the emblem must be displayed at least as prominently and visibly as the other logos.

Any communication or dissemination activity related to the action must use factually accurate information.

Moreover, it must indicate the following disclaimer (translated into local languages where appropriate):

“Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or [the Commission]. Neither the European Union or the Commission can be held responsible for them.”

9. Co-financiers of projects

EUROSITE complies with the agreements established by the FB with the co-financed of the project, as per “CO-FINANCER PROFILE AND COMMITMENT FORM”.

10. Subcontracting costs

Subcontracting costs for the action (including related duties, taxes and charges, such as nondeductible or non-refundable value added tax (VAT)) are eligible, if they are calculated on the basis of the costs actually incurred, fulfil the general eligibility conditions and are awarded using the beneficiary’s usual purchasing practices — provided these ensure subcontracts with best value for money (or if appropriate the lowest price) (goods, works and services) and that there is no conflict of interests.

Beneficiaries that are ‘contracting authorities/entities’ within the meaning of the EU Directives on

public procurement must also comply with the applicable national law on public procurement. Subcontracting may cover only a limited part of the action.

11. Damages

The Commission cannot be held liable for any damage caused to the beneficiaries or to third parties as a consequence of the implementation of this Agreement or Grant Agreement, including for gross negligence.

The Commission cannot be held liable for any damage caused by any of the beneficiaries or other participants involved in the action, as a consequence of the implementation of this Agreement or Grant Agreement.

The Parties must compensate the Commission any damage it sustains as a result of the implementation of the action or because the action was not implemented in full compliance with the Grant Agreement, provided that it was caused by gross negligence or wilful act.

The liability does not extend to indirect or consequential losses or similar damage (such as loss of profit, loss of revenue or loss of contracts), provided such damage was not caused by wilful act or by a breach of confidentiality.

12. Technical activity reports

EUROSITE shall provide all relevant information to the FB at least four months to the submission of the reports to the Cinea.

Furthermore, EUROSITE will promptly provide any additional information necessary for the preparation of the reports or expressly requested by CINEA in relation to them.

The form and content of the reports shall comply with the guidelines issued by the Agency as specified on the website https://cinea.ec.europa.eu/life_en

13. Financial reporting

EUROSITE shall report the costs as specified in the Grant Agreement, in particular by complying with the provisions of Annex X of the Grant Agreement (Financial and Administrative Guidelines).

It will send the financial technical documentation and the "Financial Statements" to FB on a quarterly basis.

EUROSITE undertakes to transmit to the FB all the information and documentation necessary for the compilation at least four months to the reports for CINEA. EUROSITE will send FB, in digital format the financial documentation concerning the Project (invoices, payment mandates, travel expense reports, staff timesheets, etc.).

The form and content of the Financial statement must comply with the guidelines issued by the Agency as specified on the website https://cinea.ec.europa.eu/life_en

Regarding the final statement of expenditure and revenue, EUROSITE shall provide the FB with a document dated and signed "Financial statement summary" at least two months before the deadline for submission of the final report to the Commission.

EUROSITE is obliged to report the costs incurred as specified in the project and in the Grant Agreement, in particular in accordance with the provisions of Annex X of the Grant Agreement (Financial and Administrative Guidelines).

EUROSITE will provide the FB with an interim financial statement of the expenses incurred and the income dated and signed at least two months before the date scheduled for the delivery of the interim report to CINEA.

EUROSITE will provide FB with a document certifying the gross salary received in the previous calendar year by each person who has compiled timesheets within the project to allow the calculation of the hourly cost of each of them.

EUROSITE undertakes to provide clarifications, information and documentation to the FB promptly as requested by the FB, for the correct management of the project and/or in the case of significant project deadlines, or expressly requested by CINEA.

It will be the responsibility of the Steering Committee to validate the documents forming part of the Mid-Term report and the Final Report before the official transmission to CINEA.

14. Estimated eligible costs and financial contribution of EUROSITE with the project

In accordance with the "declaration of the associated beneficiary", EUROSITE will implement actions with an estimated total cost of € 109,447.09 (€ one hundred and nine thousand four hundred and forty-seven/09).

EUROSITE will contribute 21,889.42 (euro twenty-one thousand, eight hundred and eighty-nine/42) to the project of own financial resources.

Based on the above amounts, EUROSITE will receive from the FB a maximum amount of € 87,557.67 (€ eighty-seven thousand, five hundred and fifty-seven/67): 65,668.25 (€ sixty-five thousand, six hundred and sixty-eight/25) as a share of the EU contribution and FB will contribute 21,889.42 (euro twenty-one thousand, eight hundred and eighty-nine/42) to the project of own financial resources.

The total estimated costs, incurred by EUROSITE, will be regularly reviewed during the project.

The final clearance will be based on the Commission's assessment of the final declaration of expenditure and revenue and, more precisely, on the accepted eligible costs of the project.

In case of profits generated by the project, the EU contribution will be reduced in proportion to the actual final rate of reimbursement of eligible costs approved by the Commission.

15. Checks, reviews, audits and investigations

The Commission may -during the action or afterwards- check the proper implementation of the action and compliance with the obligations under the Grant Agreement, including assessing costs and contributions, deliverables and reports.

The Parties must cooperate diligently and provide — within the deadline requested — any information and data in addition to deliverables and reports already submitted (including information on the use of resources). The Commission may request beneficiaries to provide such information to it directly. Sensitive information and documents will be treated in accordance with Section 5.

The Parties may be requested to participate in meetings, including with the outside experts.

The Commission may carry out audits on the proper implementation of the action and compliance with the obligations under the Grant Agreement.

Such audits may be started during the implementation of the action and until the time-limit set out in the Section 2.

The Commission may use its own audit service, delegate audits to a centralised service or use external audit firms. If it uses an external firm, the Parties will be informed and have the right to object on grounds of commercial confidentiality or conflict of interest.

The following bodies may also carry out checks, reviews, audits and investigations — during the action or afterwards:

- the European Anti-Fraud Office (OLAF) under Regulations No 883/201319 and No 2185/9620
- the European Public Prosecutor's Office (EPPO) under Regulation 2017/1939
- the European Court of Auditors (ECA) under Article 287 of the Treaty on the Functioning of the EU (TFEU) and Article 257 of EU Financial Regulation 2018/1046.

Findings in checks, reviews, audits or investigations carried out in the context of this grant may lead to rejections, grant reduction or other measures describes in Grant Agreement.

16. Payment terms

FB shall make all payments to the bank account of EUROSITE.

The payment scheme between FB and EUROSITE shall follow the payments made by the Commission to the FB.

The first payment (30%) of the Commission will be paid within thirty days of the entry into force of this Agreement.

The second payment of the Commission, and 50% payment of FB, will be paid within one month of receipt of the intermediate pre-financing by CINEA provided that EUROSITE has carried out the activities of its relevance in the times and in the manner provided for by the project and in compliance with the Grand Agreement and only after EUROSITE have spent a total amount equal to at least 100% (one hundred percent) of the pre-financing.

FB and EUROSITE agree that all payments shall be considered as prefinancing payments until the Commission has approved the final technical and financial reports and has transferred the final payment to the FB.

FB shall transfer the share of the final payment of the Commission, and 50% payment of FB, to EUROSITE after the Commission has made the final payment and approved the final project report. FB may recover amounts unduly paid to EUROSITE, including amounts unduly paid identified as such during an ex-post audit by the Commission.

However, EUROSITE undertakes to return to FB any undue sums that he had received, including sums unduly received that were identified as part of an ex-post verification by FB.

17. Amendments, suspension or termination of the partnership agreement

The Commission may – at any moment – suspend payments or the Grant Agreement, in whole or in part for one or more beneficiaries, if: (a) a beneficiary has committed or is suspected of having committed: substantial errors, irregularities or fraud or serious breach of obligations under this Agreement or the Grant Agreement or during its award, or (b) a beneficiary has committed – in other EU grants awarded to it under similar conditions – systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant.

If payments are suspended for one or more beneficiaries, the Commission will make partial payments for the part/s not suspended. If suspension concerns the final payment, the payment of the remaining amount after suspension is lifted will be considered to be the payment that closes the action.

The beneficiaries may not claim damages due to suspension by the Commission.

Additionally, the beneficiaries may request the suspension (or any part) or the termination of the Grant Agreement, if exceptional circumstances – in particular force majeure - make implementation impossible or excessively difficult. FB must submit a request for amendment with the reasons why, the date the suspension or ends work takes effect and the expected date of resumption (in case suspension). The suspension will take effect on the day specified in the amendment. During the suspension, no prefinancing will be paid. If no reasons are given or if the Commission considers the reasons do not justify termination, it may consider the Grant terminated improperly.

18. Jurisdiction clause

Nothing in this Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

In the event of disputes, if an amicable settlement fails, the Court of Madrid shall have the exclusive jurisdiction to settle any dispute between the contracting parties in accordance with this agreement.

The law applicable to this agreement will be the law of the Spanish State.



FUNDACION BIODIVERSIDAD, F.S.P.

Antonio Manuel Hidalgo Guisado

(Firmado electrónicamente)

**EUROSITE THE EUROPEAN LAND
CONSERVATION NETWORK**

Harm Schoten

(Firmado electrónicamente)