



Partnership (Consortium) Agreement concerning the LIFE project NAT-HR-LIFE for Mauremys (G.A. 101071737)

HISTORY OF CHANGES		
Version	Publication date	Changes
1.0	October 2022	Initial version based upon the Pre-consortium meeting in Zagreb 16.9.2022. (hybrid mode) LIFE Guidelines for Partnership Agreements (rev. 7 th of July 2021) and LIFE Partnership Framework agreement template (v1.0 July 2021).
1.1	December 2022	Version upgraded based upon the LIFE for Mauremys Kick off meeting in Dubrovnik 19 th - 21 st October 2022 and the first project consortium on-line meeting 5 th of December 2022
1.2	January 2023	Version upgraded based upon the 2nd project consortium on-line meeting 30 th of January 2023



PARTNERSHIP (Consortium) AGREEMENT

Project LIFE for Mauremys Partnership (the Consortium)

PREAMBLE

This **Agreement** ('the Agreement') is **between** the following parties (the Consortium):

1. **'the coordinating institution':**

SVEUČILIŠTE U ZAGREBU AGRONOMSKI FAKULTET (FAZ), PIC 999534561,
established in SVETOSIMUNSKA CESTA 25, ZAGREB 10000, CROATIA,

represented by
Dean prof. Ivica Kisić, PhD

and on the other part

the following other beneficiaries of the LIFE G.A. 101071737 (the G.A.), if they sign their 'accession form' (see Annex 3 and Article 40 of the G.A. 101071737), or new partners if they sign the Annex 3 of this Agreement.

2. USTANOVA ZOOLOŠKI VRT GRADA ZAGREBA (ZOO-ZG), PIC 933554773,
established in, FAKULTETSKO DOBRO 1, ZAGREB 10000, CROATIA,

represented by
principal Damir Skok, dr.vet.med.

3. HRVATSKE VODE PRAVNA OSOBA ZA UPRAVLJANJE VODAMA (HV), PIC 950805835, established in ULICA GRADA VUKOVARA 220, ZAGREB 10000, CROATIA,

represented by
general manager Zoran Đuroković, M.S.C.E.

4. UDRUGA HYLA (HYLA) PIC 919396750, established in I LIPOVAC 7, ZAGREB 10000, CROATIA,

represented by the director
Ivona Burić, mag. oecol. et prot. nat.

5. JAVNA USTANOVA ZA UPRAVLJANJE ZAŠTIĆENIM DIJELOVIMA PRIRODE DUBROVAČKO-NERETVANSKE ŽUPANIJE (DUNEZ), PIC 897512774, established in BRANITELJA DUBROVNIKA 41, DUBROVNIK 20000, CROATIA,

represented by director
Marijana Miljas Đuračić, mag.ing.silv.

Unless otherwise specified, references to ‘partner’ or ‘partners’ include the coordinating institution and affiliated entities.

The parties referred to above have agreed to enter into this Agreement.

By signing this Agreement and the accession forms, the parties accept the Partnership and agree to implement it and the grants entered into, in accordance with this Partnership (Consortium) agreement and the grant agreements and with all the obligations and the terms and conditions they set out.

This Agreement is composed of:

- Preamble
- Terms and Conditions (including Data Sheet)
- Annex 1 Grant agreement NAT-HR-LIFE for Mauremys (G.A. 101071737)
- Annex 2 Action Plan
- Annex 3 Accession forms
- Annex 4 List of other contracted actions under this partnership goal

TERMS AND CONDITIONS

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DATA SHEET

1. Project LIFE for Mauremys Partnership (or the Consortium)

Project LIFE for Mauremys Partnership (or the Consortium) refers to the project partners granted The Project (see Annex 1) by

- Granting authority: European Climate, Infrastructure and Environment Executive Agency
- Project number: [101071737]
- Project name: *Mauremys rivulata*- conservation of the umbrella species of the Mediterranean wetlands in Dubrovnik-Neretva County
- Project acronym: LIFE21-NAT-HR-LIFE for Mauremys
- Call: LIFE-2021-SAP-NAT, European Climate, Infrastructure and Environment Executive Agency (CINEA), D.2- LIFE Environnement (Nature & Circular Economy) LIFE21-NAT
- Topic: LIFE-2021-SAP-NAT-NATURE
- Type of action: LIFE Project Grants
- Grant managed through EU Funding & Tenders Portal: Yes (eGrants)
- Project starting date: fixed date: 01/10/2022
- Project end date: 30/09/2026
- Project duration: 48 months

and is fully compatible with the signed Grant Agreement with the CINEA (G.A. 101071737, Annex 1) with time limits after the Project end:

- Confidentiality, record keeping, reviews, audits, extension of findings from other grants to The Project, and Impact evaluation: 5 years.

A new entity can be accepted as a partner in this partnership according to the signed Grant Agreement with the CINEA (G.A. 101071737, Annex 1) or upon signature of the accession document (the Annex 3) of this Agreement by the new partner and the Coordinating institution. Such accession shall have effect from the date identified in the accession document.

2. Participants of the Project LIFE for Mauremys Partnership (the Consortium) and duration

Number	Role	Short name	Legal name	Country	PIC	Partnership (Consortium) Entry date	Partnership (Consortium) Exit date
1	COO	FAZ	SVEUČILIŠTE U ZAGREB AGRONOMSKI FAKULTET	HR	99534561	01/10/2022	30/10/2031
2	BEN	ZOO-Zg	USTANOVA ZOOLOŠKI VRT GRADA ZAGREBA	HR	933554773	01/10/2022	30/10/2031
3	BEN	HV	HRVATSKE VOĐE PRAVNA OSOBA ZA UPRAVLJANJE VODAMA	HR	950805835	01/10/2022	30/10/2031
4	BEN	HYLE	UDRUGA HYLE	HR	919396750	01/10/2022	30/10/2031
5	BEN	DUNEZ	JAVNA USTANOVA ZA UPRAVLJANJE ZAŠTIĆENIM DIJELOVIMA PRIRODE DUBROVAČKO-NERETVANSKE ŽUPANIJE	HR	897512774	01/10/2022	30/10/2031

Coordinating institution:

SVEUČILIŠTE U ZAGREBU AGRONOMSKI FAKULTET (FAZ)

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The role: University of Zagreb Faculty of Agriculture (FAZ) is the leading institution in the field of agricultural and related sciences and the profession in Croatia. With over 200 researchers and 28 laboratories and 6 experimental stations intended for teaching, and scientific and technical activities, FAZ continuously endeavors to acquire, develop and transfer knowledge in order to educate our students, scientists and experts and has awarded over 13,000 Engineers, Masters and Doctors of Science degrees to date. This enables us to contribute to the quality of life by enhancement of the food production and industry, sustainable management of natural resources and development of the rural and urban environment in the national and global framework. FAZ members are involved in the implementation of basic, development and applied research projects. Prolific professional and scientific collaboration has been established with different institutions, state administrations, business sector, and the FAZ institution helps researchers to participate as partners and coordinators in many EU programs and implemented many projects - FP6, FP7, IPA, SEE.ERA NET, Tempus, CARDS, LIFE **111**, INTEREG, Eureka, etc.). Main research subjects are: preservation of the biodiversity of plants and domestic and wild animals, pollution of soils and waters, effective plant protection, application of biotechnology in agriculture, application of geoinformatics science, new technologies for sustainable and renewable (organic) agricultural production, new food production technologies, evaluation and preservation of landscapes and the heritage of garden-come-park architecture, socio-economic and marketing analyses of Croatian agriculture, and competitiveness of Croatian agriculture in the domestic and world markets. Departments of: Animal science; Fisheries, apiculture, wildlife management and special zoology; Plant nutrition and the Analytical laboratory of the Department of Soil Amelioration will contribute to this project.

CHAPTER 1 GENERAL

ARTICLE 1 — SUBJECT OF THE AGREEMENT

This Agreement establishes a long-term cooperation with the goal to achieve better population status of the species *Mauremys rivulata* and better suitability of its habitats, and for the award of additional EU and other grants towards that goal.

This partnership agreement is concluded in relation to the LIFE project [*Mauremys rivulata*-conservation of the umbrella species of the Mediterranean wetlands in Dubrovnik-Neretva County], as described in Grant Agreement [101071737] (The Project), signed on [04. Aug 2022] annexed hereto (Annex 1.) and including existing amendments in case there are any during the Project.

The Project 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 of the Project.

ARTICLE 2 — DEFINITIONS

For the purpose of this Agreement, the following definitions apply:

Actions — The projects carried out in the specific grants awarded under the partnership.

Affiliated entities (AE) — Entities affiliated to a beneficiary within the meaning of Article 187 of EU Financial Regulation 2018/1046¹ which participate in the actions of The Project with similar rights and obligations as the beneficiaries (obligation to implement action tasks and right to charge costs and claim contributions).

Associated partners (AP) — Entities which participate in the actions of The Project, but without the right to charge costs or claim contributions in the Project.

Background — means any data, know-how or information whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights- that

¹ For the definition, see Article 187 Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 ('EU Financial Regulation') (OJ L 193, 30.7.2018, p. 1): "**affiliated entities** [are]:

- (a) entities that form a sole beneficiary [(i.e. where an entity is formed of several entities that satisfy the criteria for being awarded a grant, including where the entity is specifically established for the purpose of implementing an action to be financed by a grant)];
- (b) entities that satisfy the eligibility criteria and that do not fall within one of the situations referred to in Article 136(1) and 141(1) and that have a link with the beneficiary, in particular a legal or capital link, which is neither limited to the action nor established for the sole purpose of its implementation".

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(G.A. 101071737)

is: a) held by the Beneficiaries before they acceded to the grant agreement and
b) needed to implement action or exploit the results.

Beneficiaries (BEN) — The signatories of the LIFE21-NAT-HR-LIFE for Mauremys
(1101071737) (either directly or through an accession form).

Consortium — Partnership contracted by this Agreement.

Consortium Body — Any management body described in the Governance Structure section
of this Consortium Agreement.

Grants — The specific grants awarded under the Partnership.

Partner / Partners — Entities participating in the Partnership as beneficiaries, affiliated
entities or associated partners.

Portal — EU Funding & Tenders Portal; electronic portal and exchange system managed by
the European Commission and used by itself and other EU institutions,
bodies, offices or agencies for the management of their funding programmes
(grants, procurements, prizes, etc).

The Project — the LIFE for Mauremys project contracted by the Grant Agreement [no.
101071737] see Annex 1

Results — means any tangible or intangible effect of the action, such as data, know-how, or
information, whatever its form or nature, whether or not it can be protected, as well as any
rights attached to it, including intellectual property rights.

CHAPTER 2 PARTNERSHIP (Consortium)

ARTICLE 3 —PARTNERSHIP (Consortium)

3.1. Partnership — Action plan

The initial partners entering this partnership/consortium: FAZ, ZOO-ZG, HV, HYL A and DUNEZ are beneficiaries of the Project: 101071737 — LIFE21-NAT-HR-LIFE for Mauremys.

The objectives and activities to be implemented under the partnership are set out in detail in the 'Action plan' in Annex 2 to this agreement and in accordance with the Project and any further contracted Co-financing of the Project.

Partners other than the initial partners entering this consortium can become party to this partnership agreement under the same conditions and procedures as those set out in the grant agreement of the Project by amendment of Annex 3 of this Agreement.

Partners other than the beneficiaries of the Project can become party to this partnership agreement if they are relevant to partnership goal and additional grant awarded actions upon the Steering Committee decision by amendment of Annex 3 and Annex 4 of this Agreement.

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities) in the Project remains responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Consortium Agreement and of the Grant Agreement. It has to ensure that the involvement of third parties does not affect the rights and obligations of the other Partners under this Consortium Agreement and the beneficiaries of the Project under the Grant Agreement.

3.2. Partnership goal and award of grants

For the long-term and sustainable impact of the Project and goal to achieve better population status of the species *Mauremys rivulata* and better suitability of its habitats, different granting authorities may award grants, in accordance with the activities set out in the Action plan.

The beneficiaries are not obliged to submit any proposals.

Grant applications will be selected following open calls or invitations to submit a proposal.

Granting authority will decide on the award following an evaluation in line with the procedures and award criteria set out in the call or invitation. If granting authority decides to award a grant to the partners, it will propose to conclude a grant agreement.

3.3. Mandate regarding The Project

Each beneficiary of The Project LIFE21-NAT-HR-LIFE for Mauremys (101071737) (the Participant) gives the coordinating beneficiary (SVEUCILISTE U ZAGREB AGRONOMSKI FAKULTET (FAZ)) the mandate to act on its behalf towards the European Climate, Infrastructure and Environment Executive Agency (CINEA) of the European Commission, hereinafter referred to as "the Agency") or directly the European Commission (hereinafter referred to as "the Commission") and the further granting authorities (i.e. The Environmental Protection and

Energy Efficiency Fund (EPEEF)) with regard to the further co-financing agreements of The Project (according to the Grant Agreement 101070737).

This Mandate 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 G.A. 101071737 (Annex 1) between the coordinating beneficiary and the Agency/Commission (including this partnership agreement).

3.4. Mandate regarding further projects granted in line with the subject of the Agreement

The role of the coordinating institution of additional EU and other grants (not connected to The Project, according to the Annex 1) applied and contracted towards the Partnership goal will be determined in the application phase by the Partnership (Consortium) and contracted separately in case it differs from the coordination of this Partnership.

ARTICLE 4 — DURATION AND TERMINATION

4.1. Start and end date

This Consortium Agreement shall continue in full force and effect from the Project start date (Data Sheet, Point 2) until complete fulfilment of all obligations undertaken by the Parties under the Annex 1, Annex 2 and Annex 3, or until the End date Data Sheet, Point 2, whichever comes first.

This period can be extended if the Partnership (Consortium) determines so.

All grant agreements under the partnership must be signed before the end of the partnership.

4.2. Termination of the Consortium participation

However, this Consortium Agreement or the participation of one or more Partners to it may be terminated in accordance with the terms of this Consortium Agreement.

If

- the Project Grant Agreement (Annex 1) is terminated, or
- a Partners' participation in the Grant Agreement (Annex 1) is terminated,

this Consortium Agreement shall automatically terminate in respect of the affected Partner/s, subject to the provisions surviving the expiration or termination under Section 4.4 of this Consortium Agreement.

4.2.1 Termination of the Partnership Agreement

Any of the parties may request the termination of the partnership on duly justified grounds.

The party terminating the Agreement must submit a request for amendment at Steering Committee Meeting, with:

- the reasons why and

- the date the termination takes effect ('termination date'); this date must be after the date of the submission of the amendment request.

The termination will take effect on the termination date specified in the amendment.

Termination does not release the parties from their obligations under the ongoing grant agreements under the partnership, unless they have also been terminated.

Neither party may claim damages due to termination by the other party.

4.2.2 Beneficiary termination

The parties may terminate the participation of one or more beneficiaries in the partnership on the same grounds and according to the same procedures as those set out in the grant agreements.

The coordinating institution must then also submit a request for amendment to adapt Annex 1 and, if necessary, addition of one or more new beneficiaries of the Project (see Article 12).

Termination of the participation does not release the beneficiary concerned from its obligations under the ongoing grant agreements under the partnership (see Article 12). It cannot however participate in new grants signed after the date on which the termination takes effect.

4.3. Partnership suspension

Any of the parties may request the suspension of the partnership on duly justified grounds.

The party suspending the Agreement must submit a request for amendment (see Article 12), with:

- the reasons why
- the date the suspension takes effect; this date may be before the date of the submission of the amendment request and
- the expected date of resumption.

The suspension will take effect on the day specified in the amendment.

Once circumstances allow for implementation to resume, the coordinating institution must immediately request another amendment of the Agreement to set the suspension end date, to set the resumption date (one day after suspension end date), extend the duration of the partnership and make other changes necessary to adapt the partnership to the new situation (see Article 12) — unless the partnership has been terminated. The suspension will be lifted with effect from the suspension end date set out in the amendment. This date may be before the date of the submission of the amendment request.

4.4. Survival of rights and obligations

The provisions relating to Access Rights, Dissemination and confidentiality, for the time period mentioned therein, as well as for liability, applicable law and settlement of disputes shall survive the expiration or termination of this Consortium Agreement.

Termination shall not affect any rights or obligations of a Partner leaving the Consortium incurred prior to the date of termination, unless otherwise agreed between the Steering Committee and the leaving Partner. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

CHAPTER 3 PARTNERSHIP IMPLEMENTATION

ARTICLE 5 — CONSORTIUM: GENERAL PRINCIPLES

5.1. The partnership consortium is made up of the beneficiaries signed in the Annex 3 of this agreement.

Each Partner undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the Grant Agreement (Annex 1), and this Consortium Agreement as may be reasonably required from it and in a manner of good faith.

For all grant agreements entered into and Co-financing contracted under the partnership agreement (Annex 3 and Annex 4), the partners commit to accept the grants and agree to implement the actions under their own responsibility and in accordance with the grant agreements, with all the obligations and conditions they set out.

5.2. The role of the coordinating institution in the partnership

Article 7. of the General Conditions of Annex 1 sets out the role and general obligations of the coordinating beneficiary. The modalities for implementing this article are:

- monitoring compliance by the Partners with their contracted obligations (Annex 1, Annex 2, Annex 3);
- keeping the address list of Steering Committee Members and other contact persons updated and available;
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certification) and specific requested documents to the Funding Authority;
- preparing the Steering Committee (SC) meetings, proposing decisions and preparing the agenda of SC meetings, chairing the SC meetings, preparing the minutes of the SC meetings and monitoring the implementation of decisions taken at SC meetings;
- the coordinating institution shall provide the associated beneficiary with copies of technical and financial reports submitted to the granting authorities as well as the granting authorities' reactions to these documents. The coordinating institution shall regularly inform the Partnership about communication with granting authorities concerning the projects;
- In exercising the mandate given by the beneficiary to act on its behalf, the coordinating institution will take into due consideration the interests and concerns of the participant, whom the coordinating institution will consult whenever appropriate and especially prior to requesting any modification of the grant agreements;
- Payment terms for the distribution of amounts corresponding to the beneficiary's participation in the Project or any further contracted project are to be set out in the Action plan (Annex 2) and Annex 3 table, determined by the Partnership (Consortium) and in accordance with the project Grant Agreements;
- providing, upon request, the Partners with official copies or originals of documents that are in the sole possession of the Coordinating institution when such copies or originals are necessary for the Parties to present claims.

If one or more of the Partners is late in submission of any project deliverable, the Coordinating institution may nevertheless submit the other parties' project deliverables and all other documents required by the Grant Agreement to the Funding Authority in time.

If the Coordinating institution fails in its coordination tasks, the Steering Committee may propose to the Funding Authority to change the Coordinating institution. Transfers of coordinating beneficiary in the partnership agreements are possible under the same conditions and procedures as those set out in the grant agreements.

The Coordinating institution shall not be entitled to act or to make legally binding declarations on behalf of any other Partner or of the consortium, unless explicitly stated otherwise in the Project Grant Agreement (Annex 1) or this Consortium Agreement.

Role and general obligations of the coordinating institution apply equally to all other contracted projects (actions) in accordance with the Partnership Goal set in Article 3.2 of the Partnership where the contracted coordinating institution in the grant agreement is FAZ. The Coordinating institution shall not enlarge its role beyond the tasks specified in this Consortium Agreement and in the Project Grant Agreement.

5.3. The role of the participant/beneficiary in the partnership

Articles 7 to 9 of the General Conditions of Annex 1 set out the role and general obligations of the associated beneficiary. The modalities for implementing this article are:

- Participant must inform the coordinating institution, granting authority and other beneficiaries, in accordance with the governance structure of the Partnership, immediately of any circumstances likely to affect significantly or delay the implementation of the action.
- Participant must submit to the coordinating institution or a Consortium Body in good time: the pre-financing guarantees (if required); the financial statements and certificates of the financial statements (if required); the contribution (data, information and opinion) to the deliverables, milestones and KPI reports as well as the technical reports; any other documents or information required by the granting authority of the contracted grants.
- Each Partner shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

Specific tasks to be performed by the Partnership participant in the provided timeline and with agreed effort are set out in the Annex 1, the Action plan (Annex 2) and with the financial contribution set out in the table of Annex 3.

5.4. Breach

In the event that a responsible Consortium Body identifies a breach by a Partner of its obligations under this Consortium Agreement or the Grant Agreement (e.g. improper implementation of the project), the Coordinating institution or, if the Coordinating institution is in breach of its obligations, the Partner appointed by the Steering Committee, will give formal notice to such Partner requiring that such breach will be remedied within 30 calendar days from the date of receipt of the formal notice by the Partner.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the Steering Committee may decide to declare the Partner to be a Defaulting Partner and to decide on the consequences thereof which may include termination of its participation.

5.5. Liability towards each other: no warranties

In respect of any information or materials (incl. Project and action results and background as defined in article 16 of the Project G.A) supplied by one Partner to another under the Project or additional Actions, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

- the recipient Partner shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
- no Partner granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Partner (or its Affiliated Entities) exercising its Access Rights.

5.6. Limitations of contractual liability

No Partner shall be responsible to any other Partner for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act.

For any remaining contractual liability, a Partner's aggregate liability towards the other Partners collectively shall be limited as identified in the Grant Agreement provided such damage was not caused by a wilful act or gross negligence.

The terms of this Consortium Agreement shall not be construed to amend or limit any Partner's statutory liability.

5.7. Damage caused to third parties

Each Partner shall be solely liable for any loss, damage, or injury to third parties resulting from the performance of the said Partner's obligations by it or on its behalf under this Consortium Agreement or from its use of the Project or further Actions Results.

5.8. Force Majeure

No Partner shall be considered to be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement by Force Majeure.

Each Partner will notify the competent Consortium Bodies of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

ARTICLE 6 — PROPER IMPLEMENTATION OF THE PARTNERSHIP AND GOVERNANCE STRUCTURE

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

The beneficiaries must respect the objectives of the partnership and implement it as described in Annex 1, Annex 2 and Annex 3 and endeavour to achieve the objectives also in the implementation of the grants awarded under the partnership (Annex 4).

The beneficiaries must maintain relations of mutual co-operation and regular and transparent exchanges of information with the granting authority on:

- the implementation and follow-up of the action plan and the grants and
- other matters of common interest related to the partnership.

6.2. Technical activity reports

The associated beneficiary shall provide any relevant information to the coordinating beneficiary 30 days before the submission of reports to the Agency/Commission/Co-financier and be available with additional information within 5 days, should the Agency/Commission/Co-financier so request.

The reporting schedule for the Project is stated in the Data Sheet of Annex 1.

- Reporting Period 1: from October 2022 to March 2024, the Project report deadline is 60 days after the end of reporting period; **the partner report to the coordinating institution deadline is 30. April 2024.**
- Reporting Period 2: from April 2024 to September 2026, the Project report deadline is 60 days after the end of reporting period; **the partner report to the coordinating institution deadline is 30. October 2026.**

Technical reporting per Partner and per Working package are obligatory for the Partners at the Steering committee meetings twice a year (see Article 6.4, 6.5 and 6.6 and Annex 2).

The associated beneficiaries are to provide documentation and comment on the project Deliverables within the foreseen timeframe detailed Annex 2.

6.3. Financial reporting

The associated beneficiary is obliged to report costs as specified in the General Conditions and the grant agreement (Annex 1).

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 30 days before the deadline for submission to the Agency/Commission/Co-financier of the final report (**the partner report to the coordinating institution deadline is 30. October 2026**).

The deadline for the associated beneficiary to provide the coordinating beneficiary with the mid-term financial statement if required is at least 30 days before the deadline for submission to the Agency/Commission/Co-financier of the mid-term report (**the partner report to the coordinating institution deadline is 30. April 2024**).

The procedure to collect the data and to channel them through the coordinating beneficiary regularly are the steering committee meetings twice a year. The associated beneficiaries are required to send copies of supporting (accounting) documents to the coordinating beneficiary regularly twice a year, and be available with additional information within 5 days, should the Agency/Commission/ Co-financier so request.

6.4. General structure

Steering Committee (SC) is the main decision body of the consortium. The SC is in charge of all formal decisions regarding technical and business direction of the project based on the Technical reporting per Working package; Performance of the partners in relevance with the Contract based on the Technical reporting per Partner; Description of Action or the Action Plan; specific contractual issues with the European Commission and granting authorities; policies for promotion and exploitation of Project and action results, and administrative arrangements.

Project Coordinator (PC) plans overall Project execution and administers Project resources according to the project Action plan (Annex 2 and Annex 3) and the Consortium Agreement (Annex 1). The PC also monitors project execution and initiates corrective actions when needed based on the Technical reporting per Partner and per Work package. The PC is the main project representative and the formal communication point with the EC and other bodies. He/She continuously communicates with all the partner representatives, the Work Package leaders to monitor proper project execution, informs the Steering Committee on the overall progress and makes suggestions for major changes or actions if necessary.

6.5. The Steering Committee (SC)

The Steering Committee (SC) shall consist of the Project Coordinator (PC), Partner Representatives (PR), Work Packages (WPL) and Tasks Leaders (TL) and the Risk and Quality Manager (RQM) (hereinafter referred to as “SC Member”).

6.5.1. Project Coordinator (PC)

Project Coordinator (PC) is responsible for all technical aspects of the Project. Project Coordinator (PC) and the WP Leaders define the specifications and design principles. The Project Coordinator (PC) is responsible for the consistency of all Project and action results throughout the implementation phase and he/she is responsible for the overall cohesion and excellence of the project; oversees the organization of the events; ensures the smooth adoption of all those aspects both to the technological WPs/Tasks as well as during the events organisation and teaching activities.

6.5.2. Risk and Quality Manager (RQM)

Risk and Quality Manager is responsible for the monitoring of the project risk procedures; supervises the quality of deliverables produced by the WPs; cooperates with the PC to formulate strategic objectives; oversees the quality of project outputs. To ensure the quality outreach to the Project locations and Project sectors he/she works with the additional boards: Co-operative Board and Advisory Board (Section 6.7).

6.5.3. Partner Representative

Partner Representative will be the key representative of each partner in the implementation of the activities as specified in the project implementation plan. The partner representative is responsible for coordinating the partner's resources according to the Project and the Action Plan.

6.5.4. WP leader (WPL)

WP leaders are responsible for the smooth execution of each Work Package of the Action Plan (Annex 2). The main responsibilities include coordination of relevant WP partners (Task Leaders, Project Collaborators); review and evaluation of the WP results; cooperation with other WP leaders, to ensure smooth evolution the project's various phases; and to report to the Project Coordinator, and Risk and Quality Manager on the WP progress.

6.5.5. Task leader (TL)

Task Leaders are responsible for the smooth execution of each Task within each Work Package. The main responsibilities include collaboration with all the relevant Task Leaders under the coordination of the WP Leader and the on-time delivery of the described outcomes.

6.5.6. The Steering Committee operations

Each Member shall be deemed to be duly authorised to deliberate and participate in discussion on all matters listed in Section 6.6.6 of this Consortium Agreement.

Only Members with voting rights shall be deemed to be duly authorized to decide on all matters listed in Section 6.6.6.- Decisions of the Steering committee, of this Consortium Agreement.

The Project Coordinator shall chair all meetings of the Steering Committee, unless decided otherwise by the Steering Committee.

The Partners agree to abide by all decisions of the Steering Committee.

This does not prevent the Partners from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Article 13. of this Consortium Agreement.

6.6. Operational procedures for the Steering committee

6.6.1 Representation in meetings

Any Member:

- should be present or represented at any meeting;
- may appoint a substitute or a proxy to attend and, if the member has a voting right, to vote at any meeting;
- and shall participate in a cooperative manner in the meetings;
- prepare technical report per Partner or per Work package twice a year.

6.6.2 Preparation and organisation of meetings

The chairperson shall:

- convene ordinary meetings of the Steering Committee regularly every other month: twice a year in person and four times per year via teleconference tools.

- convene extraordinary meetings at any time upon written request of any Member.
- give notice in writing of a meeting to each Member as soon as possible and no later than 10 calendar days preceding an ordinary meeting and 7 calendar days preceding an extraordinary meeting.
- prepare and send each Member a written original agenda no later than 10 calendar days preceding the meeting, or 7 calendar days before an extraordinary meeting.

Any agenda item requiring a decision by the Members must be identified as such on the agenda.

Any Member may add an item to the original agenda by written notification to all of the other Members no later than 5 calendar days preceding the meeting.

During a meeting of the SC the Members present or represented can unanimously agree to add a new item to the original agenda.

A member of the SC may request that he/she participates in the SC meeting by telecommunication means. Such a request shall be sent to the Project Coordinator (chairperson) within 5 days from the reception of the notice of a meeting. The Project Coordinator shall decide, upon the consultations with the partner hosting the meeting, whether the request can be met.

Decisions of the SC meeting will only be binding once the relevant part of the minutes has been accepted according to Section 6.6.5 – Minutes of the SC meeting.

Any decision of the SC meeting may also be taken without a meeting if the Project Coordinator circulates to all Members of the Consortium Body a written document, which is then agreed by the defined majority (see Section 6.6.3 on Voting rules and quorum) of all Members of the Consortium Body. Such document shall include the deadline for responses.

SC decisions taken without a meeting shall be considered as accepted if, within the period set out in article 6.6.4, no Member has sent an objection in writing to the chairperson. The decisions will be binding after the chairperson sends to all Members of the Consortium Body and to the Project Coordinator a written notification of this acceptance.

6.6.3 Voting rules and quorum

The Steering Committee shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum).

If the quorum is not reached, the chairperson of the Steering Committee shall convene another ordinary meeting within 10 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members are present or represented.

Each Partner shall have one vote. If not otherwise decided by the partner institution, the Partner Representative present or represented in the meeting shall have a voting right on behalf of the Partner.

A party which the Steering Committee has declared according to Section 5.4 to be a Defaulting Party may not vote.

Decisions shall be taken by a majority of two-thirds (2/3) of the votes cast.

6.6.4 Veto rights

A Member which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of the Steering Committee may exercise a veto with respect to the corresponding decision or relevant part of the decision.

When the decision is foreseen on the original agenda, a Member may veto such a decision during the meeting only.

When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and within 10 calendar days after the draft minutes of the meeting are sent.

When a decision has been taken without a meeting a Member may veto such decision within 10 calendar days after written notification by the chairperson of the outcome of the vote.

In case of exercise of veto, the Members shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all Members.

A Partner may neither veto decisions relating to its identification to be in breach of its obligations nor to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the consortium or the consequences of them.

A Partner requesting to leave the consortium may not veto decisions relating thereto.

6.6.5 Minutes of the SC meetings

The chairperson shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send draft minutes to all Members within 7 calendar days of the meeting.

The minutes shall be considered as accepted if, within 10 calendar days from sending, no Member has sent an objection in writing to the chairperson with respect to the accuracy of the draft of the minutes.

The chairperson shall send the accepted minutes to all the Members of the Steering Committee, and to the Coordinating institution, who shall safeguard them. If requested the Coordinating institution shall provide authenticated duplicates to Partners.

6.6.6 Decisions of the Steering Committee

The Steering Committee shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein.

The following decisions shall be taken by the Steering Committee:

Content, finances and intellectual property rights:

- Proposals for changes to Grant Agreements to be agreed by the Financing Authority
- Changes to the Consortium Plan (Annex 2)

- Modifications to the Project Grant agreement
- Additions and changes to Annex 3
- Additions to Annex 4 (new actions/granted project proposals)

Evolution of the consortium:

- Entry of a new Partner to the consortium and approval of the settlement on the conditions of the accession of such a new Partner
- Withdrawal of a Partner from the consortium and the approval of the settlement on the conditions of the withdrawal
- Identification of a breach by a Partner of its obligations under this Consortium Agreement or the Project or other Grant Agreements
- Declaration of a Partner to be a Defaulting Partner
- Remedies to be performed by a Defaulting Partner
- Partner status suspension
- Termination of a Defaulting Partner's participation in the consortium and measures relating thereto
- Termination of this Agreement
- Proposal to the Financing Authority of the Project or action for a change of the Coordinating institution
- Proposal to the Financing Authority for suspension of all or part of the Project or Action
- Proposal to the Financing Authority for termination of the Project and the Consortium Agreement, connected agreements, or action and their agreements.

In the case of abolished tasks as a result of a decision of the Steering Committee, Members shall rearrange the tasks of the Partners concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

6.7. Co-operative Board and Advisory Board

6.7.1. Co-operative Board (COB)

Co-operative Board (COB) is composed of six external experts from the Project area selected on the basis of their experience and expertise as relevant stakeholders for the Partnership goal and Project objectives.

6.7.2. Advisory Board (AB)

Advisory Board (AB) is composed of six external experts from the Project sectors (nature protection, agriculture, water management) selected on the basis of their experience and relevant affiliation position for the long-term Partnership goal and quality reach of the Project objectives.

6.7.3.

The COB and AB will advise the Steering Committee by providing valuable external and impartial recommendations on the interdisciplinary issues, opinions and interests, relevant for the Project development and acceptance in the Project area community, in order to maximise

the Project exploitation potential. The COB and AB will also connect the Project team to their relevant networks.

6.7.4.

The final COB and AB lists will be appointed by the SC and shall assist and facilitate the decisions made by the SC. The Coordinating institution will ensure that a non-disclosure agreement is executed between all Parties and each COB and AB members if required. Its terms shall be not less stringent than those stipulated in this Consortium Agreement, and it shall be concluded no later than 30 days after their nomination or before any confidential information will be exchanged, whichever date is earlier. The Risk and Quality Manager shall write the minutes of the COB and AB meetings and prepare the implementation of the COBs' and ABs' suggestions. The COB and AB members shall be allowed to participate in Steering Committee meetings upon invitation but have not any voting rights.

ARTICLE 7 — PROJECT CO-FINANCERS

In accordance with the Project (Annex 1), Action Plan (Annex 2) and other granted actions towards the Partnership goal, partnership projects and actions can be additionally co-financed.

All rights and obligations of Partners according to this agreement, the Project and any additionally contracted actions of the Partnership apply also to co-financing agreements.

The Environmental Protection and Energy Efficiency Fund will co-finance the project, up to 50% share of beneficiary's contribution in eligible project costs, according to the Co-financing declaration of The Project (Annex 2) and the Agreement that will be concluded with Environmental Protection and Energy Efficiency Fund. The provided co-funding will be distributed between coordinating beneficiary and the associated beneficiary according to planned project's budget and the tasks carried out by the associated beneficiaries, and according to the provisions of the Grant Agreement (Annex 1) and the Partnership Agreement.

ARTICLE 8 — PAYMENT

8.1. Estimated eligible costs and partner's financial contribution to the Project

In accordance with the grant agreement and the "declaration of the associated beneficiary" (Annex 1), the Participants of the Project will implement actions of the Project with an **estimated total cost of 2 131 407.11€**. Coordinating beneficiary will implement activities of the Project in the total value of **425 562.54 €**.

The Participants of the Project will contribute **852 562.85 €** to the project of own financial resources, which can be co-financed when separately contracted with co-financing institution. Coordinating beneficiary will organise contracting of the **co-financing of the project in the maximum value of 267 731.00 €** with the FZOEU (see Annex 1 and Annex 2). Co-financing value of maximally **55 887,00 €** will be dedicated for the Project activities of the coordinating beneficiary.

On the basis of the above amounts the Participants of the Project will receive a **maximum amount of 1 278 844.26 € as share of the EU contribution**. Out of this amount **255 337.52 €**

is the maximal EU contribution to the project actions to be implemented by the coordinating beneficiary. The coordinating beneficiary will contribute **114 338.02 €** of own resources to the project.

The coordinating beneficiary will distribute the amounts specified in the Annex 3 to the associated beneficiaries according to the dynamics of the Project (Annex 1, Annex 2, Annex 3). The coordinating beneficiary will distribute the contracted Co-financing to the beneficiaries according to the amounts and dynamics provided in Annex 2. The coordinating beneficiary will distribute the amounts of the new contracted actions under the Partnership to the Partners participating in those actions as set in Annex 4.

The estimated total costs of the Project and other actions contracted under this Partnership incurred by the associated beneficiary will be regularly reviewed during the project (see articles 6.2, 6.3). In agreement with the coordinating beneficiary (which will take into account the total costs of the Project incurred by all participants or the actions contracted under this Partnership incurred by all participants as set in Annex 4), the amounts specified in this Agreement can be modified, provided that the modifications are in line with the grant agreement concerning the Project budget, or in line with the grant agreement concerning the budget of new actions contracted under this Partnership (Annex 4).

The final settlement will be based on the Agency/Commission's/Financier/Co-financiers' assessment of the final statement of expenditure and income and more precisely on the accepted eligible costs of the Project or new actions contracted under this Partnership (Annex 4).

8.2. Payment terms

A Partner shall be funded only for its tasks carried out in accordance with the Action Plan (Annex 2) and in accordance with the Project Grant Agreement (Annex 1) and any additional granted actions (Annex 4).

Unless requested otherwise in writing by the Partner, the Coordinating beneficiary shall make all payments to the bank accounts of the Partners stated in Annex 3.

The payment scheme between the coordinating beneficiary and the associated beneficiary will follow the payments made by the granting authority and co-financing authority, will be in accordance with planned Projects/contracted action budget and the tasks carried out by the associated beneficiaries, and will be in accordance with the provisions of Grant Agreement (Annex 1) and Partnership Agreement and with action and co-financing contracts listed in Annex 4.

The coordinating beneficiary and the associated beneficiaries of the Project agree that all payments are considered as pre-financing payments until the Agency/Commission/co-financing authority has approved the final technical and financial reports and has transferred the final payment to the coordinating beneficiary of the Project.

In accordance with its own usual accounting and management principles and practices, each Partner shall be solely responsible for justifying its costs with respect to the Project or additional contracted actions towards the Funding Authority. Neither the Coordinating institution nor any of the other Partners shall be in any way liable or responsible for such justification of costs towards the funding/co-financing authority.

The coordinating beneficiary shall transfer the share of the final payment to the associated beneficiary after the Agency/Commission/ co-financing authority 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/ co-financing authority.

ARTICLE 9 – PROJECT AND ACTION RESULTS

9.1. Ownership of Project and action results

Results as defined in article 16.2 of the Project G.A. (Annex 1) are owned by the Partner that generates them.

The term “ownership of results” relates to authorship, accountability and management obligations of the Project and action Results and does not impair specific rules set out in the articles 15, 16 and 17 and the Annex 5 of the Project G.A. (Annex 1) nor public accessibility or dissemination of results where such is agreed by the Consortium and planned in the Data Management Plan (Annex 2).

9.2. Joint ownership

Joint ownership is governed by grant agreements with the following additions unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Project and action Results for non-commercial nature protection and research activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Project and action Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given:
 - (a) at least 45 calendar days advance notice; and
 - (b) Fair and Reasonable compensation.

9.3. Dissemination

9.3.1.

For the avoidance of doubt, nothing in this chapter has impact on the confidentiality obligations.

9.3.2. Dissemination of own Project and action Results

During the Project and for a period of 1 year after the end of the Project, the dissemination of own Project and action Results by one or several Partners including but not restricted to publications and presentations, shall be governed by the procedure of Articles 16 and 17 of the Grant Agreement subject to the following provisions.

Prior notice of any planned publication (Annex 2) shall be given to the other Partners at least 30 calendar days before the publication. Any objection to the planned publication shall be made

in accordance with the Grant Agreement in writing to the Project Coordinator and to the Partner or Partners representatives proposing the dissemination within 20 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

The objection has to include a precise request for necessary modifications.

An objection is justified if:

- (a) the protection of the objecting Partner's Project and action Results or Background would be adversely affected;
- (b) the objecting Partner's legitimate interests in relation to the Project and action Results or Background would be significantly harmed.

If an objection has been raised, the involved Partners shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Partner shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

The objecting Partner can request a publication delay of not more than 50 calendar days from the time it raises such an objection. After 50 calendar days the publication is permitted.

9.3.3. Dissemination of another Partner's unpublished Project and action Results or Background

A Partner shall not include in any dissemination activity another Partners' Project and action Results or Background without obtaining the owning Partners' prior written approval, unless they are already published.

“Published” in terms of the Project or action deliverables means the deliverable is accepted by the granting authority. “Published” in terms of the Project or action planned publications or other Project and action results means distributed or disseminated by the author.

9.3.4. Cooperation obligations

The Partners undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree that includes their Project and action Results or Background subject to the confidentiality and publication provisions agreed in this Consortium Agreement.

9.3.5. Use of names, logos or trademarks

Nothing in this Consortium Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Partners or any of their logos or trademarks without their prior written approval.

9.4. Access rights

9.4.1.

Each Partner shall implement its tasks in accordance with the Action Plan (Annex 2) and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third party property rights.

9.4.2.

Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated otherwise.

9.4.3.

Access Rights

- shall be free of any administrative transfer costs.
- are granted on a non-exclusive basis.
- to Project and action Results and Background shall be used only for the purposes for which Access Rights to it have been granted.

9.4.4.

All requests for Access Rights shall be made in writing. The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

The requesting Partner must show that the Access Rights are Needed.

9.4.5. Access Rights for implementation

Access Rights to Project and action Results and Background Needed for the performance of the own work of a Partner under the Project or Action shall be granted on a royalty-free basis, unless otherwise agreed for.

9.4.6. Access Rights for Exploitation

Access Rights to Project and action Results if Needed for Exploitation of a Partner's own Project and action Results shall be granted on Fair and Reasonable conditions.

Access rights to Project and action Results for internal research activities shall be granted on a royalty-free basis.

Access Rights to Background if Needed for Exploitation of a Partner's own Project and action Results, including for research on behalf of a third party, shall be granted on Fair and Reasonable conditions.

9.4.7.

A request for Access Rights may be made up to twelve months after the end of the Project or after the termination of the requesting Partner's participation in the Project.

For the avoidance of doubt any grant of Access Rights not covered by the Grant Agreement or this Consortium Agreement shall be at the absolute discretion of the owning Partner and subject to such terms and conditions as may be agreed between the owning and receiving Partners.

As regards Project and action Results developed before the accession of the new Partner, the new Partner will be granted Access Rights on the conditions applying to relevant Grant Agreement or Action agreement.

Access Rights granted to a Defaulting Partner and such Partner's right to request Access Rights shall cease immediately upon receipt by the Defaulting Partner of the formal notice of the decision of the Steering Committee to terminate its participation in the consortium.

A non-defaulting Partner leaving voluntarily and with the other Partners' consent shall have Access Rights to the Project and action Results developed until the date of the termination of its participation. It may request Access Rights within the period of time specified in this Section.

Any Partner leaving the Project shall continue to grant Access Rights pursuant to the Grant Agreement and this Consortium Agreement as if it had remained a Partner for the whole duration of the Project.

9.4.8.

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software. Parties' Access Rights to Software do not include any right to receive source code or object code ported to a certain hardware platform or any right to receive respective Software documentation in any particular form or detail, but only as available from the Partner granting the Access Rights.

ARTICLE 10 - Non-disclosure of information

10.1. Confidential information

All information in whatever form or mode of communication, which is disclosed by a Partner (the "Disclosing Partner") to any other party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Partner, is "Confidential Information".

10.2. Commitment on non-disclosure

The Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, for a period of 5 years after the end of the Project:

- Not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information without the prior written consent by the Disclosing Partner;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Partner, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

10.2.1.

The recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in the Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

10.3.

The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Partner subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Partner;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Partner;
- the Confidential Information was already known to the Recipient prior to disclosure, or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.6 hereunder.

10.4.

The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care

10.5.

Each Partner shall promptly advise the other Partner in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

10.6.

If any Partner becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure.

- notify the Disclosing Partner, and
- comply with the Disclosing Partner's reasonable instructions to protect the confidentiality of the information.

CHAPTER 4 FINAL PROVISIONS

ARTICLE 11 — MISCELANEOUS

11.1. Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and

- Annex 1 (the Project Grant Agreement)
- Annex 2 (Action Plan)
- Annex 3 (Accession form for participants)
- Annex 4 (List of other contracted actions under this partnership goal)

In case the terms of this Consortium Agreement are in conflict with the terms of the Grant Agreement of the Project, the terms of the latter shall prevail. In case of conflicts between the attachments and the core text of this Consortium Agreement, the latter shall prevail.

Should any provision of this Consortium Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Consortium Agreement. In such a case, the Partners concerned shall be entitled to request that a valid and practicable provision be negotiated that fulfils the purpose of the original provision.

11.2. Notices and other communication

Any notice to be given under this Consortium Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinating institution.

Formal notices:

If it is required in this Consortium Agreement that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Partner and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

Other communication:

Other communication between the Partners may also be effected by other means such as e-mail with acknowledgement of receipt, which fulfils the conditions of written form.

Any change of persons or contact details shall be notified immediately by the respective Partner representative to the Project Coordinator. The address list shall be accessible to all Partners.

11.3. Mandatory national law

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

11.4. Language

This Consortium Agreement is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.

ARTICLE 12 — ASSIGNMENT AND AMENDMENTS

The parties may request amendments under the same conditions and procedures as those set out in the grant agreements.

No rights or obligations of the Partners arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Partners' prior formal approval.

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Section 6.6.6 require a separate written agreement to be signed between all Partners.

ARTICLE 13 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES

Failing amicable settlement, the court of the Republic Croatia 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 Croatia.

ARTICLE 14 — NUMBER OF COPIES

The Agreement is signed in five (5) identical copies, one (1) for each party signing the agreement.

ARTICLE 15 — ENTRY INTO FORCE

The Agreement will enter into force on the day of signature by the coordinating institution, and the partners depending on which is later.

SIGNATURES

For the coordinating institution:

In Zagreb, 6th of February 2023.

CLASS: 402-01/20-01/24

REF. NUMBER: 251-71-24-01/5-23-4


prof. Ivice Kisić, PhD,
Dean of the
University of Zagreb Faculty of Agriculture

For the Partners:

ZOOLOŠKI VRT

GRADA ZAGREBA

Primljeno, dne 09. 03. 2023.

PROJ	RAĐNA JEDINICA	PRILOZI
102-230005	ured ravnatelj	

In _____, _____ of February 2023

CLASS:

REF. NUMBER:

Ustanova
Zoološki vrt Grada Zagreba
ZAGREB, Fakultetske dobro




Damir Skok, dr.vet.med.,
Principal of
USTANOVA ZOOLOŠKI VRT
GRADA ZAGREBA (ZOO-ZG)

In Zagreb,

CLASS:

REF. NUMBER:

HRVATSKE VODE - 374	
Primljeno:	06.03.2023. 13:22:19
Klasifikacijska oznaka 325-01/21-01/0000821	Org. jed. 374-1-2/1007
Urudžbeni broj: 380-23-4	Prilog
 078332297	



Zoran Đurković, M.S.C.E.,
General manager of
HRVATSKE VODE
PRAVNA OSOBA ZA
UPRAVLJANJE VODAMA
(HV)

JB.
[Handwritten mark]

In ZAGREB, 6 of February 2023.

CLASS:

REF. NUMBER:

Ivona Burić, mag. sociol. et pol. nat.,
Director of the association
UDRUGA HYLА (HYLA)

In DUBROVNIK, 06. of February 2023.

CLASS: 612-07/19-01/45

REF. NUMBER: 217-154-01-23-04



Marijana Milas Đuračić, mag.ing.silv.,
Director of

JAVNA USTANOVA ZA UPRAVLJANJE
ZAŠTIĆENIM DIJELOVIMA PRIRODE
DUBROVAČKO-NERETVANSKE ZUPANIJE
(DUNEZ)

ANNEX 1

GRANT AGREEMENT

NAT-HR-LIFE for Mauremys (G.A. 101071737)

ACTION PLAN

A detailed description of the technical and financial participation

ANNEX 3

ACCESSION FORM FOR PARTICIPANTS

Participant name: JAVNA USTANOVA ZA UPRAVLJANJE ZAŠTIĆENIM DIJELOVIMA PRIRODE DUBROVAČKO-NERETVANSKE ŽUPANIJE (DUNEZ)

The role of the participant: DUNEZ was founded in 2004 in accordance with the Nature Protection Act. It manages protected areas of nature (35 sites) as well as Natura 2000 sites within Dubrovnik-Neretva County (71 sites), including HR2000947 - Gornji Majkovi - lokve, HR2000555 - Lokva u Prljevićima, HR2001364- JI dio Pelješca and HR2000946 Sniježnica i Konavosko polje, which are the project's target areas. Its main activity consists of protection, management and promotion of protected areas it is in charge of, all of it for the purpose of protection and preservation of nature originality and to ensure undisturbed natural processes with sustainable use of natural goods. The activities include implementing monitoring of protected species, participating in supporting research projects within the area, organization of meetings and conferences with local stakeholders, international partnership on projects, and promotion of sustainable tourism. Most important for this project, DUNEZ has started research on *Mauremys rivulata* back in 2012. as part of project "Značajni krajobraz Konavoski dvori i rijeka Ljuta" in cooperation with current project partner HYLEA, and since then has been supporting the *Mauremys rivulata* and its habitats research. Also, it has been continuously working on raising the public awareness about the species via workshops and educational programs on natural values, as well as regularly posting on the website about its activities. Employees of DUNEZ will either organize, participate or supervise all of the conservatory activities of the project, as well as organize workshops and public awareness campaigns on the local level, and facilitate communication with landowners.

Beneficiary to project: *Mauremys rivulata*- conservation of the umbrella species of the Mediterranean wetlands in Dubrovnik-Neretva County- LIFE for *Mauremys*

Grant agreements referring to the partnership participants' obligations: 101071737 (Annex 1)

Associated beneficiary IBAN: HR9023400091511200603

The financial contribution of the participant and share of the grant awarded contribution and co-financing:

Beneficiary	Project acronym and Grant agreement number	Granting authority	Total cost of actions to implement	EU contribution to project action to receive from coor.ben.	Ben.own resources to contribute to project	Co-financing for ben. to be contracted by coor. inst.
DUNEZ	LIFE21- NAT-HR-LIFE for Mauremys 101071737	European Climate, Infrastructure and Environment Executive Agency (CINEA)	582 258.97 €	349 355.38 €	153 268.59 €	79 635.00 €

In Zagreb, 6th of February 2023

Partner signature:



Marijana Miljas Đuračić, 1
Director

Coordinating institution signature:



prof. Ivica Kisić, PhD,
Dean

ACCESSION FORM FOR PARTICIPANTS

Participant name: USTANOVA ZOOLOŠKI VRT GRADA ZAGREBA (ZOO-ZG)

The role of the participant: As a full member of EAZA, ZOO-Zg participates in numerous breeding programs of endangered species. With over 130 reptile species within animal collection, herpetological staff is highly skilled in hand-on experience in keeping and breeding various reptiles. The Balkan Terrapin (*Mauremys rivulata*) came in our collection in year 2008 from confiscation. Outdoor exhibit enclosure was built, together with educational area nearby. Since then, the Balkan Terrapin is playing important role in our collection and is implemented in several educational programs. With more than 400 000 visitors per year and strong educational programs ZOO Zagreb is recognized as one of the most important public awareness raising institutions in Croatia. During last years, we successfully incubated several clutches of Balkan pond turtle eggs, and head-started over 30 juveniles in cooperation with our partner HYL A. LIFE + financing should allow us to build breeding station (new glasshouse with more suitable conditions for animals, which should lead to higher fertility rate in males and better nesting sites for females). Precise incubators will improve incubation results in hatching rate and sex determination of juveniles. Zagreb Zoo capacity for permanent housing of invasive alien species that are present in existing ponds allows total removal of present invasive animals. Veterinary testing will help us gaining more knowledge about wild animals health status and providing healthy animals for soft release. Training Public institution for managing protected natural sites of Dubrovnik - Neretva County staff will be possible for long term capacity building in animal husbandry. Experience in planning and building of predator safe fenced areas for soft release will bring higher survival rate of juveniles determined for future release. Developing of volunteer program will be beneficial for natural sites, especially in bringing people from local community for long term contribution to project.

Beneficiary to project: *Mauremys rivulata*- conservation of the umbrella species of the Mediterranean wetlands in Dubrovnik-Neretva County- LIFE for Mauremys

Grant agreements referring to the partnership participants' obligations: 101071737 (Annex 1)

Associated beneficiary IBAN: HR3023600001300175511

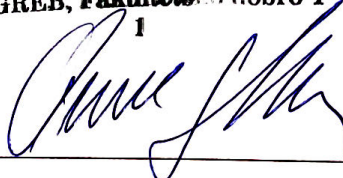
The financial contribution of the participant and share of the grant awarded contribution:

Beneficiary	Project acronym and Grant agreement number	Granting authority	Total cost of actions to implement	EU contribution to project action to receive from coor.ben.	Ben.own resources to contribute to project	Co-financing for ben. to be contracted by coor. inst.
USTANOVA ZOOLOŠKI VRT GRADA ZAGREBA (ZOO-ZG)	LIFE21-NAT-HR-LIFE for Mauremys 101071737	European Climate, Infrastructure and Environment Executive Agency (CINEA)	495 405.72 €	297 243.43 €	124 749.29 €	73 413.00 €

In Zagreb, 6th of February 2023

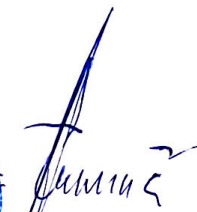

Partner signature:

Ustanova
Zoološki vrt Grada Zagreba
ZAGREB, Fakultetski



Damir Skok, dr. vet. med., Principal

Coordinating institution signature:

prof. Ivica Kisić, PhD, Dean

ACCESSION FORM FOR PARTICIPANTS

Participant name: HRVATSKE VODE PRAVNA OSOBA ZA UPRAVLJANJE VODAMA (HV)

The role of the participant: Hrvatske vode is a legal entity for water management of rivers, lakes, coastal and transitional waters, as well as underground water. Its main tasks are flood protection, water protection and all activities that are included within the River Basin Management Plans, such as monitoring of ecological and chemical status, ecological potential, mitigation and restoration measures. Hrvatske vode traditionally manage water resources and, as the leading national institution, are responsible for all aspects of water management in Croatia as an EU member state, have extensive experience in the WFD implementation and development of RBMPs. Institutional monitoring framework is defined by the Water Act. The activity of water sampling and testing for the purpose of monitoring is performed by the Central Water Laboratory of INSTITUT ZA VODE Josip Juraj Strossmayer (former Central Water Management Laboratory of Hrvatske vode) and other laboratories on the territory of the Republic of Croatia, which are authorized by the ministry in charge of water management. It refers to monitoring of ecological (with the exception of hydrological monitoring) and chemical status of surface waters and chemical status of groundwater. Services contracts will be concluded with authorized laboratories on the basis of conducted public procurement procedures. The territorial water management, which covers the national territory of the Republic of Croatia, consists of six water management departments (WMDs). WMD for the Southern Adriatic Basins will procure, contract and oversee all the territorial services regarding the Restoration of the ponds, Adjustment of the existing tunnel exit and Control succession in Konavle field and Ston during the project implementation. Hrvatske vode also regularly promote water protection and educate children creating targeted educational material.

Beneficiary to project: Mauremys rivulata- conservation of the umbrella species of the Mediterranean wetlands in Dubrovnik-Neretva County- LIFE for Mauremys

Grant agreements referring to the partnership participants' obligations: 101071737 (Annex 1)

Associated beneficiary IBAN: HR772360001101425545

The financial contribution of the participant and share of the grant awarded contribution:

Beneficiary	Project acronym and Grant agreement number	Granting authority	Total cost of actions to implement	EU contribution to project action to receive from coor.ben.	Ben.own resources to contribute to project	Co-financing for ben. to be contracted by coor. inst.
HRVATSKE VODE PRAVNA OSOBA ZA UPRAVLJANJE VODAMA (HV)	LIFE21-NAT-HR-LIFE for Mauremys 101071737	European Climate, Infrastructure and Environment Executive Agency (CINEA)	313 620.21 €	188 172.13 €	125 448.08 €	0

In Zagreb, 6th of February 2023

Partner signature:

Coordinating institution signature:


Zoran Đurđević, M.S.C.E.,
General manager

DB. ←
2




prof. Ivica Kisić, PhD,
Dean

ACCESSION FORM FOR PARTICIPANTS

Participant name: UDRUGA HYLA (HYLA)

The role of the participant: Association Hyla is a non-governmental organization employing researchers and experts with experience in conservation of insects (butterflies, moths, beetles, and dragonflies), vertebrates (amphibians and reptiles), and associated habitats. Hyla has been operating on the territory of Croatia since 1997, which shows a long-term commitment to promotion of biodiversity conservation.

Since 2005 Hyla has been conducting surveys on *Mauremys rivulata* in Croatia. During this period, we gain information about its exact distribution and defined the pressures and threats for survival of the species. Based on the collected species data we wrote about 10 reports, an educational booklet, published two congress posters, assessed species endangerment according to IUCN, created a Monitoring Plan and in partnership with a leading beneficiary FAZ *M. rivulata* Management Plan. Also, we participated in habitat maintaining actions and in lots of educational activities to promote species endangerment. Also, we participated as experts on creation of an Action Plan for invasive turtle species *Trachemys scripta* in Croatia that pose a threat to native turtles, and thus for the *M. rivulata*. As a crown of our work, the Red Book of Amphibians and Reptiles of Croatia was published.

To promote the goals of our projects and disseminate acquired results, we've been a part of many education workshops and awareness raising campaigns. In the last three years, we have also incorporated citizen science approach to emphasize the importance of collecting continuous records of protected species and involvement of general public in the process.

Employees of the Association are currently participating in several complex projects on a regional, national and international scale. With all mentioned, Association Hyla is more than capable to use acquired knowledge, upgrade it with new ideas and methods from other partners, and successfully coordinate and carry out activities on this project.

Beneficiary to project: *Mauremys rivulata*- conservation of the umbrella species of the Mediterranean wetlands in Dubrovnik-Neretva County- LIFE for Mauremys

Grant agreements referring to the partnership participants' obligations: 101071737 (Annex 1)

Associated beneficiary IBAN: HR672360001501431803

The financial contribution of the participant and share of the grant awarded contribution:

Beneficiary	Project acronym and Grant agreement number	Granting authority	Total cost of actions to implement	EU contribution to project action to receive from coor.ben.	Ben.own resources to contribute to project	Co-financing for ben. to be contracted by coor. inst.
UDRUGA HYLA (HYLA)	LIFE21-NAT-HR-LIFE for Mauremys 101071737	European Climate, Infrastructure and Environment Executive Agency (CINEA)	314 559.67 €	188 735.8 €	67 027.87 €	58 796.00 €

In Zagreb, 6th of February 2023

Partner signature:

Coordinating institution signature:



 Ivona Burić, mag. oecol. et prot. nat.,
 Director



 prof. Ivica Kisić, PhD,
 Dean

LIST OF OTHER CONTRACTED ACTIONS UNDER THIS PARTNERSHIP GOAL

Beneficiary	Project acronym	Granting authority	Grant agreement number	Beneficiary financial contribution €	Estimated share of the EU contribution € with dynamics of payment	Estimated project co-financing for the beneficiary €:
[...]	[...]	[...]	[...]	[...]	[...]	[...]

Date:

Partners signatures:

Coordinating institution signature: