



LIFE Programme (European Commission)

Partnership Agreement

Concerning the LIFE project LIFE17 ENV/GR/000215

Acronym: LIFE GYR

Title of the project: LIFE GreenYourRoute: A European innovative logistic platform for last mile delivery of goods in urban environment.



The Coordinating Beneficiary

PANEPISTIMIO THESSALIAS UTH, *public body*,
VAT No EL 090055634, *Legal Registration NoArt 1/31*
Argonafton – Filellinon, GR 38221 Volos, Greece
represented by

Prof. Zissis Mamouris
Rector of UTH

AND

The Associated Beneficiary

Central European Data Agency, *a.s.*
Project Department
Prvního pluku 621/8a, 186 00, Praha 8 - Karlín
represented by

Radovan Prokeš, Romana Krásová
CEO & Chairman of the Board, Member of the Board

HAVE AGREED

1. Subject

This partnership agreement is concluded in relation to the LIFE project "LIFE GreenYourRoute: A European innovative logistic platform for last mile delivery of goods in urban environment.":

- Grant Agreement, reference n° LIFE17 ENV/GR/000215, signed on 29th of May 2018;
- Duration of the project from 01-09-2018 to 28-02-2022;
- Total costs: 2,168,137 Euro;
- Maximum eligible costs: 2,191,237 euro;
- EU funding rate 60,00% of eligible costs;
- Maximum EU contribution: 1,300,879 euro.

The following annexes:

Annex I:	Special Conditions
Annex II:	General Conditions
Annex III:	Estimated budget of the project
Annex IV:	Technical Description and Outlines of LIFE GYR project
Annex V:	Model technical report
Annex VI:	Model financial statement
Annex VII:	Model terms of reference for the certificate on the financial statements

Annex VIII:	Financial and Administrative guidelines
Annex IX:	Guidelines for applicants
Annex X:	Attachments

form an integral part of this partnership agreement hereinafter referred to as "the Partnership Agreement". Unless explicitly stated otherwise, all parts of the Annexes included in the Partnership Agreement are relevant for and apply to both the coordinating beneficiary and the associated beneficiary.

The provisions of the partnership agreement, including the mandate stipulating that the associated beneficiary gives the coordinating beneficiary the mandate to act on its behalf towards the Agency/Commission, shall take precedence over any other agreement between the associated beneficiary and the coordinating beneficiary that may have an effect on the implementation of the above-mentioned grant agreement between the coordinating beneficiary and the Agency/Commission.

2. Duration

This partnership agreement enters into force when the last of the coordinating beneficiary and associated beneficiary hereinafter referred to as "two parties" signs, and terminates five years after the date of the payment of the balance by the coordinating beneficiary to the associated beneficiary.

3. Role and obligations of the coordinating beneficiary

The annexes of the Partnership Agreement set out the role and general obligations of the coordinating beneficiary. Part of the modalities (the rest are described with details in the annexes of the Partnership Agreement) for implementing this article are:

- The coordinating beneficiary is responsible for the overall implementation of the project.
- The coordinating beneficiary shall provide the associated beneficiary with copies of technical and financial reports submitted to the Agency/Commission as well as the Agency/Commission's reactions to these documents.
- The coordinating beneficiary shall regularly inform the associated beneficiary about communication with the Agency/Commission concerning the project;
- In exercising the mandate given by the associated beneficiary, through the grant agreement, to act on its behalf, the coordinating beneficiary will take into due consideration the interests and concerns of the associated beneficiary for the success of the project.
- The coordinating beneficiary is granted power of attorney by the associated beneficiaries, to act in its name and for its account in signing the possible subsequent amendments of the grant agreement with the Agency/Commission.
- The coordinating beneficiary accepts all the provisions of the grant agreement with the Agency/Commission and it is responsible for the implementation of the project.

- The coordinating beneficiary will contact the associated beneficiary whenever appropriate and especially prior to requesting any modification of the grant agreement and not included in the partnership agreement.
- The coordinating beneficiary will follow the payment terms for the distribution of amounts corresponding to the associated beneficiary's participation in the project as described in Annexes of the partnership agreement.
- The coordinating beneficiary will monitor that the project is implemented in accordance with the Partnership Agreement.
- The coordinating beneficiary has the right to assign associated beneficiary activity to another partner by reallocating work and estimated budget if the associated beneficiary does not implement it timely.
- The coordinating beneficiary is responsible to re-assign the work which has not been implemented by the associated beneficiary timely and re-allocate the associated estimated budget to themselves or to another associated beneficiary.
- The coordinating beneficiary will be the intermediary for all communications between the associated beneficiary and the Agency/Commission, except where provided otherwise in the partnership agreement.
- The coordinating beneficiary will be the single point of contact for the Agency/Commission and will be the only participant to report directly to the Agency/Commission and the monitoring organization on the technical and financial progress of the project. The coordinating beneficiary will therefore provide to the Agency/Commission all the necessary reports, in accordance with the grant agreement.
- The coordinating beneficiary takes the role of the project management and monitoring, in compliance with the project proposal as annexed in the annexes of the partnership agreement.
- The coordinating beneficiary will immediately provide the Agency/Commission with the information related to any change in the name, address, legal representative as well as in the legal, financial, technical, organizational or ownership situation of the associated beneficiary or of its affiliated entities, or to any event likely to affect or delay the implementation of the project, of which the coordinating beneficiary is aware by the associated beneficiary.
- The coordinating beneficiary will bear responsibility for supplying all documents and information to the Agency/Commission which may be required and where information is required from the associated beneficiary, the coordinating beneficiary shall bear responsibility for obtaining from the associated beneficiary this information before passing it on to the Agency/Commission.
- The coordinating beneficiary will establish the requests for payment in accordance with the annexes of the partnership agreement.
- The coordinating beneficiary will ensure that all the appropriate payments are made to the associated beneficiary according to the implementation of the actions of the LIFE GYR project and inform the Agency/Commission of the distribution of the Union contribution.
- The coordinating beneficiary will bear responsibility for providing all the necessary documents in the event of checks and audits initiated before the payment of the balance, and in the event of evaluation in accordance with Annexes of the Grant Agreement as well as for retaining copies of all supporting documents.

- of all the associated beneficiary for at least five years after the balance payment.
- The coordinating beneficiary has the right to request any time by the associated beneficiary a detailed report about the progress of the work implemented so far by the associated beneficiary.

4. Role and obligations of the associated beneficiary

Annexes of the partnership agreement set out the role and general obligations of the associated beneficiary. Part of the modalities (the rest are described with details in the annexes of the partnership agreement) for implementing this article are:

- The associate beneficiary implements timely and successfully the assigned tasks as defined in the partnership agreement and its annexes.
- The associated beneficiary will support with information and necessary material the coordinating beneficiary in order to fulfill the obligation of the project to Agency/Commission.
- The associated beneficiary will communicate his or her interest and concerns to the coordinating beneficiary timely.
- The associated beneficiary accepts all the provisions of the partnership agreement with the coordinator beneficiary and they are responsible for the implementation of the work assigned to them as described in the partnership agreement and its annexes.
- The associated beneficiary will update monitoring tools corresponding to the associated beneficiary as described in the annexes and will implement timely all the assigned activities. If an activity is delayed the associated beneficiary will give all the work done so far to the coordinating beneficiary in order to assign the rest of the work to another partner.
- The associated beneficiary has the right to decline the assignment of an additional activity and associated budget which is not described in the partnership agreement.
- The associated beneficiary will ensure that all the assigned work is implemented timely and within the budget presented in the annexes of the partnership agreement.
- The associated beneficiary takes the role of the project management and monitoring, in compliance with the project proposal as annexed in the annexes of partnership agreement.
- The associated beneficiary will provide all official documentation within 5 working days to the coordinating beneficiary with the information related to any change in its name, address, legal representative as well as in its legal, financial, technical, organizational or ownership situation or of its affiliated entities, or to any event possible to affect or delay the implementation of the project.
- The associated beneficiary will supply the coordinating beneficiary all documents and information associated with GYR project, requested by the coordinating beneficiary within 5 working days.
- The associated beneficiary will inform the coordinating beneficiary for the

payments made (bank transfers) by the coordinating beneficiary in 5 working days following the payment.

- The associated beneficiary will prepare and send timesheets and total cost (presented in Dropbox and recalled in Annex IV) to the coordinating beneficiary within 15 working days after the end of each month.
- The associated beneficiary will bear responsibility for providing all the necessary documents in the case of checks and audits within 5 working days after requested by the coordinating beneficiary.
- The associated beneficiary's role and responsibilities are described in the annexes of the partnership agreement;
- The maximum total cost of the associated beneficiary is described in the annexes of the partnership agreement;
- The associated beneficiary shall not subcontract any part of its tasks described in the annexes of the partnership agreement to any other party, unless explicitly stated in the partnership agreement;
- The associated beneficiary will bear responsibility for providing all the necessary documents in the case of checks and audits initiated before the payment of the balance, and in the case of evaluation in accordance to annexes of the partnership agreement as well as for keeping copies of all supporting documents for at least five years after the balance payment;
- The associated beneficiary will participate in the implementation of Actions A1, B3, B4, B5, C1, D2 and E1.
- The associated beneficiary is responsible to send the coordinating beneficiary a detailed report regarding the progress that they have achieved so far within 5 working days after the report is requested by the coordinating beneficiary.
- The associated beneficiary is responsible to send the associated beneficiary a monthly report using the template annexed in the partnership agreement in 4 working days before the end of each month.
- The associated beneficiary confirms the associated beneficiary declaration and mandate by which the associated beneficiaries grant power of attorney to the coordinating beneficiary, to act in its name and for its account in signing the possible subsequent amendments with the Agency/Commission.
- The associated beneficiary accepts all the provisions of the agreement with the Agency/Commission, in particular all the provisions affecting the associated beneficiaries and the coordinating beneficiary. In particular, they acknowledge that, by virtue of the mandate signed, the coordinating beneficiary alone is entitled to receive funds from the Agency/Commission and distribute the amounts corresponding to the associated beneficiary's participation in the project.

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

The annexes of the partnership agreement, set out common obligations for both the coordinating beneficiary and the associated beneficiary. Part of the modalities (the rest

are described with details in the annexes of the partnership agreement) for implementing this article are:

- The associated beneficiary will send the coordinating beneficiary once per month (deadline 15 working days after the end of each month) scanned copies of supporting (accounting) documentation associated with any cost in the frame of the project which occurred during each month.
- The associated beneficiary will send by regular mail to the coordinating beneficiary once per 3 months (deadline 15 working days after the end of each trimester) hard copies of supporting (accounting) documentation associated with any cost in the frame of the project which occurred during the month. If a regular meeting is planned within the following 60 days after the trimester then the associated beneficiary has the option to deliver this during the meeting if one of their team members participates in person at the regular meeting.
- Whenever an associated beneficiary reduces their financial contribution, the coordinating beneficiary is obliged, in agreement with the associated beneficiary, to reallocate budget to ensure correct implementation of the project. In no case will the Agency/Commission increase its contribution and the coordinating beneficiary increases the maximum total budget estimated and allocated to the associated beneficiary for the assigned tasks.
- The coordinating beneficiary and the associated beneficiary shall maintain up-to-date accounting books, in accordance with the normal accounting conventions imposed on them by law and existing regulations. For the sake of traceability of expenditure and income, an analytical accounting system (cost center accounting) shall be put in place. The coordinating beneficiary and the associated beneficiary shall retain, throughout the project and for at least five years after the final payment, all appropriate supporting documentation for all expenditure, income and revenue for the project as reported to the Agency/Commission, such as tender documents, invoices, purchase orders, proof of payments, salary slips, time sheets and any other documents used for the calculation and presentation of costs. This documentation shall be clear, precise and effective and shall be submitted to the Agency/Commission when requested. The coordinating beneficiary shall retain hard copies of all supporting documents of all the associated beneficiaries. Once per month the associated beneficiary shall send copies of supporting (accounting) documentation to the coordinating beneficiary.
- The coordinating beneficiary and the associated beneficiary shall ensure that all invoices include a clear reference to the project, linking them to the analytical accounting system.
- The coordinating beneficiary and the associated beneficiary shall share freely the know-how necessary for implementation of the project.
- The coordinating beneficiary shall not act, in the context of the project, as sub-contractor or supplier to the associated beneficiaries. The associated beneficiary shall not act, in the context of the project, as sub-contractor or supplier to the coordinating beneficiary or other associated beneficiaries.

6. Project co-financers

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7. Technical activity reports

The associated beneficiary shall provide any relevant information to the coordinating beneficiary in due time before the submission of reports (monthly, mid-term, progress, final) and deliverables to the Agency/Commission and be available with additional information, should the Agency/Commission so request.

The reporting schedule for the project is as follows:

Monthly report (last working day of each month);

A mid-term report on **February 29th, 2020**;

A progress report on **February 28th, 2021**;

A final report within 2 months after the project end date (estimated **May 28th, 2022**).

The deliverables submission schedule for the project is presented in the Annexes.

The form and contents of the reports shall be in accordance with the Guidelines issued by the Agency/Commission.

All reports shall contain the necessary information for the Commission to evaluate the state of implementation of the project, the respect of the working plan, the financial situation of the project and whether the project's objectives have been achieved or are still achievable.

The associated beneficiary should provide any relevant information to the coordinating beneficiary one month before the submission of reports to the Commission, namely:

Information to be added to the monthly report: 4 working days before the end of each month;

Information to be added to the mid-term report on **January 31st, 2020**;

Information to be added to the progress report on **January 29th, 2021**;

Information to be added to the final report within 2 months after the project end date (**April 29th, 2022**).

and be available with additional information, should the Commission so request. In case the reporting schedule of the activities' report changes, the coordinating beneficiary will request the information to be added from the associated beneficiary according to the above plan, adjusted to the changes, i.e. 1 month before the submission of the activity

report.

8. Financial reporting

The associated beneficiary is obliged to report costs as specified in the annex of the partnership agreement.

The associated beneficiaries shall provide the coordinating beneficiary with a dated and signed "Financial statement of the individual beneficiary" no later than 15 days after the end of each month.

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

The associated beneficiary will implement actions as described in the annexes of the partnership agreement with an estimated total cost of € XXXX.

The associated beneficiary will contribute € XXXX.00 to the project of own financial resources.

On the basis of the above amounts, the associated beneficiary will receive from the coordinating beneficiary a maximum amount of € XXXX.00 as share of the EU contribution.

The estimated total costs incurred by the associated beneficiary will be regularly reviewed during the project by the coordinating beneficiary. In agreement with the coordinating beneficiary (which will take into account the total costs of the project incurred by all participants), the amounts specified in this Article can be modified, provided that the modifications are in line with the implementation of the project, the grant agreement and the annexes of the partnership agreement.

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

According to Annex II, in case the project generates profit, the EU contribution will be reduced proportionally to the actual final rate of reimbursement of the eligible costs approved by the Agency/Commission. The remaining portion of any such profit will be allocated to beneficiaries as follows: It will take place based on the work load and total cost that each partner had during the project.

10. Payment terms

Unless requested otherwise in writing by the associated beneficiary, the coordinating

beneficiary shall make all payments to the following bank account of the associated beneficiary:

IBAN	
BIC	
Name of Bank	
Address of Branch	
Account holder (Beneficiary)	
Legal Representative	

The payment scheme between the coordinating beneficiary and the associated beneficiary will follow the implementation of the project.

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

The coordinating beneficiary shall transfer the share of the final payment to the associated beneficiary after the Agency/Commission has made the final payment. The transfer fees shall be charged to the associated beneficiary.

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 and paid amounts for tasks that the associated beneficiary did not implement. The amounts to be recovered should be deposited to the coordinating beneficiary's account as specified in Article I.5 within one month after receipt of recovery request.

11. Termination of partnership agreement

The coordinating beneficiary and the associated beneficiaries make reference to Annex II for the conditions for an anticipated termination of the partnership agreement.

12. Jurisdiction clause

Failing amicable settlement, the Court of Volos, Greece 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 Greece.

Done at Volos on .../.../2018, in duplicate in English.

For the coordinating beneficiary

For the associated beneficiary