

Partnership agreement
Concerning the LIFE project
LIFE BLUE LAKES - LIFE18 GIE/IT/000813

The Coordinating beneficiary

Legambiente Onlus, hereinafter LEGAMB
Via Salaria 403, 00199, Rome, Italy
represented by Stefano Ciafani, President

AND

The Associated beneficiary

Autorità di Bacino Distrettuale dell'Appennino Centrale, hereinafter ABDAC
Via Monzambano 10, 00185, Rome, Italy
represented by Erasmo De Angelis, General Secretary

The Associated beneficiary

Agenzia Regionale per la Protezione Ambientale – Umbria, hereinafter ARPAUMBRIA
Via Pievaiola 207/B-3 S. Sisto, 06132, Perugia, Italy
represented by Walter Ganapini, General Director

The Associated beneficiary

Italian National Agency for New Technologies, Energy and Sustainable Economic Development, hereinafter ENEA
Lungotevere Thaon di Revel 76, 00196, Rome, Italy
represented by Roberto Morabito, Special Attorney of Legal Representative

The Associated beneficiary

Global Nature Fund, hereinafter GNF
Fritz-Reichle-Ring 4, 78315, Radolfzell, Germany
represented by Udo Gattenlöhner, Executive Director

The Associated beneficiary

Bodensee-Stiftung (Lake Constance Foundation), hereinafter LCF
Fritz-Reichle-Ring 4, 78315, Radolfzell, Germany
represented by Patrick Trötschler, Deputy Director

The Associated beneficiary

Università Politecnica delle Marche, hereinafter UNIVPM
Piazza Roma 22, 60121, Ancona, Italy
represented by Gian Luca Gregori, Rector

HAVE AGREED

1. Subject

1.1 This Partnership Agreement is concluded in relation to the LIFE project LIFE BLUE LAKES, as described in Grant Agreement reference n° LIFE18 GIE/IT/000813, signed on 01/10/2019 annexed hereto (Annex I).

1.2 The Grant Agreement signed by the Coordinating Beneficiary and the Agency/Executive Agency for Small and Medium-sized Enterprises (hereinafter referred to as “the Agency”), which includes Special Conditions, 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 beneficiaries.

1.3 The provisions of the Grant Agreement, including the mandate 1 stipulating that the Associated beneficiaries gives the Coordinating beneficiary the mandate to act on their behalf towards the Agency, shall take precedence over any other agreement between the Associated beneficiaries 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.

2. Duration

2.1 This Partnership Agreement enters into force when the last of the parties (Coordinating beneficiary / Associated beneficiaries) signs, and terminates five years after the date of the payment of the balance by the Coordinating beneficiary to each Associated beneficiary.

3. Role and obligations of the Coordinating beneficiary

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

- 3.1 The Coordinating beneficiary shall provide the Associated beneficiaries with copies of technical and financial reports submitted to the Agency as well as the Agency’s reactions to these documents. The Coordinating beneficiary shall regularly inform the Associated beneficiaries about communication with the Agency concerning the project;
- 3.2 In exercising the mandate given by the Associated beneficiaries to act on their behalf, the Coordinating beneficiary will take into due consideration the interests and concerns of the Associated beneficiaries, whom the Coordinating beneficiary will consult whenever appropriate and especially prior to requesting any modification of the Grant Agreement;
- 3.3 The Coordinating beneficiary shall ensure that all the appropriate payments are made to the other Beneficiaries upon presentation of a written payment request;
- 3.4 The Coordinating beneficiary shall furthermore:
 - o carry out the overall coordination and management;
 - o monitor project and financial progress;

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

- supervise the project execution in the broadest manner;
 - manage intellectual property rights;
 - chair the Steering Committee;
 - coordinate the implementation Actions A1, A2, A3, B1, C1, C2, D1, D2, D3, E1, E2 and participate to the implementation of the remaining actions (with the exception of action B5).
- 3.5 The Coordinating beneficiary shall retain copies of all appropriate supporting documentation for all expenditure, income and revenue for the project provided by the Associated beneficiaries and guarantee the confidentiality of these documents.

4. Role and obligations of the associated beneficiaries

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

- 4.1 Each Associated beneficiary shall contribute to the performance of activities regarding communication and dissemination of the project and its results (Actions D1, D2 and D3) and monitoring of project impact (Action C1).

The following beneficiaries are responsible for the coordination of implementation of the following actions and shall report progress, difficulties and achievements to the Coordinating beneficiary:

- ENEA – Monitoring protocol: Pilot on Trasimeno and Bracciano Lakes (Action B2);
- UNIVPM – Technical Protocol for Urban Water Service Infrastructure - Pilot on Garda Lake (Action B3) and Training for Sewage Treatment Plants operators (Action B4);
- GNF – Campaign for cosmetic / outdoor clothing / rubber tyres production companies Action B5) and International advocacy and capacity building on micro plastics in fresh water systems (Action B7);
- ABDAC – Working Panel (Action B6).

All beneficiaries are responsible for their internal project administration and the management and coordination of their human resources assigned to their tasks. They collaborate in the project management by representation in the Steering Committee.

- 4.2 The Associated beneficiaries take full responsibility of the timely production of the deliveries as listed in Form C2 of Annex II - Description of the project, relative to the tasks assigned to them.
- 4.3 Precise definition of the scope and methods of implementation of the different actions are decided within the Steering and Executive Committees and the working groups, and will be updated alongside the project's progress in accordance with the achieved results and milestones.
- 4.4 The Associated beneficiaries shall do everything in their power to help the Coordinating beneficiary fulfill its obligations under the Grant Agreement. In particular, the Associated beneficiaries hereby shall provide to the Coordinating beneficiary whatever due documents or information (technical and financial) that may be required to this end, without undue delay.
- 4.5 The Associated beneficiaries must contribute financially 855.917,00 € to the project

and shall benefit from the financial contribution from the Agency for an estimated amount of 881.688,00 €, according to the conditions established in the Grant Agreement, Annex III - Estimated budget of the Action (forms R1, R2 and all F-forms) and in accordance to the provisions stipulated in this Partnership Agreement. Each party responds within the limits and in proportion to the portion of the grant received.

In particular, the financial contributions to be supplied by the Beneficiaries as well as the maximum financial contribution from the Agency each of them is entitled to are distributed as follows:

Beneficiary short name	Beneficiary's own contribution in €	Amount of EU contribution requested in €	Total costs of actions in € (including overheads)
ABDAC	180.000,00	180.000,00	360.000,00
ARPAUMBRIA	139.950,00	128.050,00	268.000,00
ENEA	112.200,00	123.200,00	235.400,00
GNF	180.494,00	200.604,00	381.098,00
LCF	49.773,00	56.334,00	106.107,00
UNIVPM	193.500,00	193.500,00	387.000,00
TOTAL	855.917,00	881.688,00	1.737.605,00

5. Common obligations for both the Coordinating beneficiary and the Associated beneficiaries

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

- 5.1 Each Beneficiary undertakes:
 - (a) To perform and fulfill, promptly, actively and on time, all of its obligations under the Grant Agreement and this Partnership Agreement.
 - (b) To notify the other Beneficiaries promptly of any anticipated delay in performance or any event which may jeopardize the Project;
 - (c) To inform the other Beneficiaries of relevant communications it receives from third parties in relation to the Project.
- 5.2 The Coordinating beneficiary and the Associated beneficiaries shall maintain up-to-date books of account, 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 centre accounting) shall be put in place. The Coordinating beneficiary and the Associated beneficiaries 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, 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 when requested. The Associated beneficiaries shall supply copies of all these supporting documents to the Coordinating beneficiary according to the agreements stipulated in art. 8 and assure compliance of the rules regarding informed consent in this respect with regard to salary documentation of their staff members.

- 5.3 The Coordinating beneficiary and the Associated beneficiaries shall ensure that all invoices include a clear reference to the project, linking them to the analytical accounting system. Invoices lacking such reference to the project will be stamped on the original with the words: 'expenditures sustained in favour of the project 'LIFE18 GIE/IT/000813 BLUE LAKES, for an amount of €.'
- 5.4 The Coordinating beneficiary and the Italian Associated beneficiaries shall request the CUP code (Unique Project Code) through the portal <http://cupweb.tesoro.it/CUPWeb/> and make sure that each receipt or invoice includes this code.
- 5.5 The Coordinating beneficiary and the Associated beneficiaries shall ensure that the European Community support is publicized, as detailed in Article II.8 of the General Conditions.
- 5.6 The Coordinating beneficiary and the Associated beneficiaries shall share freely the know-how as far as necessary for implementation of the project, in compliance with art. 11.
- 5.7 The Coordinating beneficiary confirms that it shall not act, in the context of the project, as sub-contractor or supplier to the Associated beneficiaries. The Associated beneficiaries confirm that they shall not act, in the context of the project, as sub-contractor or supplier to the Coordinating beneficiary or other Associated beneficiaries.
- 5.8 Internal arrangements for the proper implementation of the project are further ruled in articles 6, 7 and 8.

6. Project organization and decision-taking

6.1 The management structure of the Consortium shall comprise the following:

- a) The Project's overall direction and supervision is taken care by the Project Manager (PM) of Legambiente Onlus, supported by the Project Coordinator (PC);
- b) PC and PM are supported by a Financial Manager (FM) in reporting, administration and compliance issues and by a Monitoring Responsible in monitoring activities;
- c) PC and PM are supported by the Communication Manager (CM) for the design of the communication strategy and the coordination of its implementation;
- d) Each Associated beneficiary is responsible for its internal organization and must appoint: a Project Manager (PPM) who coordinates the foreseen activities; a Partner Technical Referent (PTR), in charge of the technical execution; and a Financial Officer (FO), who will interface with the Financial Manager of Legambiente in order to guarantee the correct administrative and financial management of the project.
- e) A Steering Committee is set up with the aim to define the strategic lines of the project and control the project's management.
- f) An Executive Committee led by the Project Coordinator (PC) is set up with the aim to steer the technical implementation of the project, through 2 working groups: the Communication Working Group, led by the Communication Manager and the Scientific Working Group, participated by the technical referents of all partners.

- g) Action Leaders are responsible for technical coordination of each single action and for the work conducted by participants in this action.

6.2 The roles, rules and functioning of the Steering Committee are regulated as follows:

- a) The Steering Committee is composed by a project representative of each Beneficiary, the Partner Project Manager (PPM) and is chaired by the Project Manager of LegambienteOnlus, or, in his substitution, by the Project Coordinator of Legambiente Onlus;
- b) Each Beneficiary's representative may appoint a substitute or by presenting a proxy statement to the chairperson of the Steering Committee in order to attend the meeting and vote;
- c) The Steering Committee may invite co-financers and/or stakeholders involved in relevant topics to assist as observer to the meetings, in order to provide their competences and advice for supporting the decision making process;
- d) The Agency may participate as an observer at the meetings of the Steering Committee.
- e) The Steering Committee will decide on the strategic lines of the project and on administrative, legal or financial aspects that concern the interests of Beneficiaries.
- f) The Steering Committee will be in particular in charge of:
 - o defining the project work plan and monitoring its correct implementation in accordance with the established timetable;
 - o deciding on eventual deviations from the work plan and tasks and budget break down ensuring that ensure that project activities comply with functional requirements;
 - o guaranteeing the quality of deliverables and project outcomes, periodically evaluating them, verifying the progress and quality of the work against the stated objectives;
 - o taking all necessary provisions related to the access rights and the protection of (sensible) information;
 - o agreeing on joint publications by the Beneficiaries with regard to the Project;
 - o intervening in case of conflicts arising between the partners or their staff members
 - o advising the Coordinating beneficiary on requests for Grant Agreement amendments
- g) Meetings shall be convened by the Project Manager with at least seven (7) calendar days prior notice including an agenda, unless all Beneficiaries agree differently.
- h) If necessary, the Steering Committee can meet by teleconference.

7. Technical activity reports

7.1 The Associated beneficiaries shall provide any relevant information to the Coordinating Beneficiary in due time before the submission of reports to the Agency and be available with additional information, should the Agency so request.

The formal reporting schedule for the project is as follows:

Type of report	Date
Midterm report	30/09/2021
Final report	30/12/2023

7.2 To ensure proper project monitoring and quality of Technical Activity Reports, internal reporting procedures and obligations are established as follows:

a) Brief monthly activity reports on the project implementation shall be supplied by the Associated beneficiaries to the Coordinating beneficiary. The Coordinating beneficiary will provide a template for the internal monthly report.

b) For the elaboration of the Technical Activity Reports to be provided to the Agency:

- Coordinating beneficiary will provide to the Beneficiaries a predefined template;
- Action leaders will be responsible to draft, based on partners contributions and own knowledge, the technical descriptions of the Actions;
- Coordinating beneficiary will review and integrate the texts received and share it with the partners for their verification and integration;
- The draft report will be shared with the Project Monitor for his preview and then will be submitted by the Coordinating beneficiary in due time;
- In case of variations in the reporting obligations, due to any rescheduling of the project approved by the Agency, the Coordinating beneficiary will contextually inform the Associated beneficiaries on any new deadline.

8. Financial reporting

8.1 The Associated beneficiaries are obliged to report costs as specified in the General Conditions and the Grant Agreement.

8.2 Regarding the midterm and final statements of expenditure and income, the Associated beneficiaries shall provide the Coordinating Beneficiary with a dated and signed participant cost statement summary at least 10 days before the deadline for submission to the Agency of the midterm/final report.

8.3 The procedure to collect the data and to channel them through the Coordinating beneficiary regularly is as follows:

- Each 3 months, all Associated beneficiaries will deliver to the Financial Manager an updated list of the incurred expenditures, using an excel format supplied by the Coordinating beneficiary.
- The list of expenditures is accompanied by scanned and well-organised supporting documentation that proofs the incurred costs and their relation to the project. Such documentation shall be sent by each Beneficiary within 15 days from the closure of each quarter.
- The Financial manager reviews the list of expenditures and documentation and where necessary asks for correction or completion. This preliminary check does not preclude any different judgment of an auditor or the Agency.
- Consolidated overviews will be prepared by the Financial Manager and shared with the Steering Committee.

In the occasions of all formal project reporting, the Associated beneficiaries must update their overviews and supply the supporting documentation at least one month before the presentation date in order to allow for a review before the signature of the financial statement.

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

In accordance with the "declaration of the associated beneficiary", the Associated Beneficiaries will implement actions with an estimated total cost (including overheads) of €1.737.605,00 distributed as follows:

Beneficiary short name	Total costs of actions in € (including overheads)
ABDAC	360.000,00
ARPAUMBRIA	268.000,00
ENEA	235.400,00
GNF	381.098,00
LCF	106.107,00
UNIVPM	387.000,00
TOTAL	1.737.605,00

The Associated Beneficiary will contribute € 855.917,00 to the project of own financial resources, distributed as follows:

Beneficiary short name	Beneficiary's own contribution in €
ABDAC	180.000,00
ARPAUMBRIA	139.950,00
ENEA	112.200,00
GNF	180.494,00
LCF	49.773,00
UNIVPM	193.500,00
TOTAL	855.917,00

On the basis of the above amounts, the associated beneficiary will receive from the Coordinating beneficiary a maximum amount of € 881.688,00 as share of the EU contribution, distributed as follows:

Beneficiary short name	Amount of EU contribution requested in €
ABDAC	180.000,00
ARPAUMBRIA	128.050,00
ENEA	123.200,00
GNF	200.604,00
LCF	56.334,00
UNIVPM	193.500,00
TOTAL	881.688,00

9.2 The estimated total costs incurred by the associated beneficiary will be regularly reviewed during the project. In agreement with the Coordinating beneficiary (which will take into account the total costs of the project incurred by all participants), the amounts specified in this Article can be modified, provided that the modifications are in line with the Grant Agreement concerning the project budget.

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

9.4 According to Article II.25 of the General Conditions, in case the project generates profit, the EU contribution will be reduced proportionally to the actual final rate of reimbursement of the eligible costs approved by the Agency. Any amount of income matured by a Beneficiary exceeding the amount that this Beneficiary should contribute to its total project costs will be brought in reduction to its Community contribution, so to avoid the Beneficiary to generate profit. The advancing Community contribution will be shared by the other Beneficiaries without profit in proportion to their share in the project costs. Should income of a Beneficiary exceed the total costs it has sustained for the project implementation, the exceeding profit will be transferred to the other Beneficiaries without profit in proportion to their share in the project costs.

10. Payment terms

10.1 Unless otherwise written request by the associated beneficiaries, the Coordinating beneficiary shall make all payments to the bank account of the Associated beneficiaries as reported in Annex II that forms an integral part of this Agreement.

10.2 The Coordinating beneficiary shall ensure that all the appropriate payments are made to the other Beneficiaries, under the following conditions:

- A first prefinancing payment, amounting to 30 % of the budgeted contribution, will be paid to the Associated beneficiaries upon receipt by the Coordinating beneficiary of the funds, provided that:
 - (1) the Associated beneficiary has presented a signed financial identification sheet;
 - (2) the Associated beneficiary has signed this Partnership Agreement;
 - (3) the Associated beneficiary has presented a signed payment request.
- A second prefinancing payment, amounting to 40 % of the budgeted EU contribution, will

be paid out upon receipt of these funds by the Coordinating beneficiary, provided that:

- (1) the Associated beneficiary has complied with all reporting obligations as set out in the GA, including the submission of all accounting documents to sustain declared expenses
 - (2) the Associated beneficiary has used at least 100% of the previously paid pre-financing installment
 - (3) the Associated beneficiary has presented a signed payment request, along with a forecast of the expenditures foreseen until project closure.
- o The balance will be paid out upon receipt of the final Community contribution by the Coordinating beneficiary, on the base of the actual eligible costs of each Associated beneficiary approved by the Agency.

10.3 The Coordinating beneficiary reserves the right to assess, on the basis of forecasts provided by Associated beneficiaries, to reduce the second pre-financing amount in case a Beneficiary is expected to report expenditures lower than budgeted costs by 15% or more.

10.4 The Coordinating beneficiary and the Associated beneficiaries agree that all payments are considered as pre-financing payments until the Agency has approved the final technical and financial reports and has transferred the final payment to the Coordinating beneficiary.

10.5 The Coordinating beneficiary shall transfer the share of the final payment to the associated beneficiary after the Agency has made the final payment.

10.6 The Coordinating beneficiary may recover any amounts which have been unduly paid to the associated beneficiaries, including unduly paid amounts identified as such during an ex-post audit by the Agency.

11. Property and access rights

11.1 The IPR's are defined as follows:

- (a) patents, trademarks, service marks, registered designs, trade and business names, unregistered trademarks and service marks, copyrights, know-how, rights in designs and inventions and confidential information;
- (b) rights under licenses, consents, orders, statutes or otherwise in relation to a right under (a);
- (c) rights of the same or similar effect or nature as or to those described under (a) and (b) including all applications and rights to apply for any of them;
- (d) all and any other intellectual property rights ("IPR's"), whether registered or unregistered, in each case in any jurisdiction and know-how (meaning any proprietary technology, knowledge or information not protected by IPR and which is not in the public domain ("Know-How")).

11.2 Definition of application area:

- Application area 1: IPR's, as defined in the previous Article 11.1, generated by the activities performed in this project, defined as "Foreground"
- Application area 2: IPR's, as defined in the previous Article 11.1, generated by activities performed by Parties outside the context of this project, prior to or in parallel to the execution of this project, defined as "Background".

11.3 The ownership of IPR's will be defined as follows:

A) concerning "application area 1" ("foreground"):

1. Each Beneficiary will own the eventual Foreground concerning "application area 1" so far they are generated by the activities carried out exclusively by the Beneficiary.

2. If the work generating particular Foreground is carried out by or on behalf of more than one Beneficiary (each such Beneficiary being a "Contributor" and such Beneficiaries together being the "Contributors"), and if the contributions to or features of such Foreground form an indivisible part thereof, such that under applicable law it is not possible to separate them for the purpose of applying for, obtaining and/or maintaining and/or owning a patent or any other IPR protecting or available to protect such Foreground, the Contributors agree that: except as explicitly provided otherwise in a joint ownership agreement, each Contributor shall have the right to use the joint Foreground and resulting patents, patent applications and other IPR's protecting such Foreground, and to grant non-exclusive licenses, without the right to grant sublicenses, to third parties under the jointly owned IPR, under the conditions set out below:

(a) Beneficiaries' shares of ownership of Foreground shall be negotiated among the Contributors. The Contributors shall agree on the protection measures and the division of related costs in a joint ownership agreement. Such agreement shall establish also the appropriate course of action in order to file applications for patent protection or other protection, including the decision on the Beneficiary to be entrusted with the preparation, filing and prosecution of such applications, and the countries or territories where such applications are to be filed. Notwithstanding, the use of the joint Foreground for further research activities other than those covered by the Project shall be free of any charge.

(b) Where no joint ownership agreement has yet been concluded, each of the joint owners shall be entitled to use their jointly owned Foreground:

- in further research activities other than those covered by the Project, on a royalty free basis, and without requiring the prior consent of the other Joint Owners
- for the purposes of developing, creating, marketing a product or process, or for creating or providing a service, each of the Joint Owners shall be entitled to use their jointly owned Foreground and to grant non exclusive licenses to third parties, without the right to sublicense, provided that at least 45 days prior notice is given to the other Joint Owners and a reasonable compensation is offered.

B) Concerning "application area 2" ("background") each Beneficiary remains the full owner and in control of its own Background.

11.4 The rules of Art. II.9 of the General Conditions of the Grant Agreement apply to all Beneficiaries.

12. Civil liability

12.1 In accordance with art. II.4 of the General Conditions, the Coordinating beneficiary and Associated beneficiaries shall assume sole liability towards third parties, including for damage of any kind sustained by them while the project is being carried out.

12.2 Each Party shall be responsible to the Agency for the performance of its share in the Grant Agreement including Subcontractors, if any.

12.3 Each Party shall bear towards the Agency, the other Party and/or any third parties the consequences of its default or its failure, whether partial or complete, to perform any of its obligations under the Grant Agreement. Therefore, should the Agency ascertain any default or

failure as aforementioned, the respective liability of each Party shall be determined in order to answer the Agency claim in that respect.

12.4 If the Agency's claim is directly attributable to one Party, such Party hereby covenants to meet the consequences of its liability. In particular, the Party will take all measures required to ensure the delivery of all the deliverables agreed in the baseline.

12.5 Should the Agency's claim be not directly attributable to one Party, the Parties shall first strive to determine their own respective responsibility. Failing mutual agreement thereon, a provisional sharing out of the responsibilities shall be determined by the Coordinator after consulting the Agency and borne by all Parties in proportion to the amount of their respective share of the Grant Agreement.

The final sharing out shall be settled by the Court as provided for in Article 15 hereinafter, unless otherwise agreed by all the Parties.

12.6 No Party shall be liable to the other Parties under any circumstances for any indirect or consequential damages of whatsoever kind or nature. A Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in this agreement provided such damage was not caused by a willful act or gross negligence.

12.7 With respect to defaults in the performance of contractual obligations that may give rise to the application of liquidated damages for delay, the Parties agree to inform the Coordinating beneficiary of foreseeable delays in the performance of their respective scope of supply and services under the Grant Agreement, so that any action susceptible of compensating the expected delay, or of avoiding the application of liquidated damages, may be taken forthwith. Liquidated damages shall be borne according to Article 12.3 here above.

12.8 In case the Agency, in accordance with art. II.25.4 of the General Conditions, should reduce the Community co-financing considering that substantial quantitative or qualitative reductions occur in the implementation of project actions, these reductions will be borne by the partner responsible for these quantitative or qualitative reductions.

13. Confidentiality and privacy protection

13.1 The Agency and the beneficiaries undertake to preserve the confidentiality of any document, information or other material communicated to them, expressly identified as confidential, disclosure of which could harm another party or interfere with privacy rights. All parties shall remain bound by this obligation beyond the closing date of the project for a period of 5 years. Except in case of gross negligence and willful misconduct, the parties hereby agree that any action for damages arising from infringement by a Party of the provisions of this article cannot, under any circumstances, involve compensation exceeding the amount provided for that Party in the present agreement.

13.2 All beneficiaries undertake to comply with the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR). This regard in particular (i) the provision of informed consent of staff members with regard to the salary documentation to be provided to the Coordinating beneficiary; (ii) the provision of informed consent of people appearing on published visual materials (pictures, videos) of public events. Furthermore, the Coordinating beneficiary provides sufficient guarantees to implement appropriate technical and organizational measures to ensure that the processing of personal data will meet the standards of the General Data Protection Regulation (GDPR) and to guarantee the protection of the

rights of the individuals.

14 Termination of Partnership Agreement

14.1 No Party shall be entitled to withdraw from this Partnership Agreement and/or participation in the Project unless:

- (a) that Party has obtained the prior written consent of the other Parties (such consent not to be unreasonably withheld) and of the Agency to this withdrawal; or
- (b) the Grant Agreement or a Beneficiary's participation is terminated by the Agency for any reason whatsoever, according to the provisions of art. II.17.3 of the General Conditions;

14.2 A Party shall not by withdrawal or termination be relieved from:

- (a) its responsibilities under this Partnership Agreement or the Grant Agreement in respect of that part of that Party's work on the Project which has been carried out (or which should have been carried out) up to the date of withdrawal or termination; or,
- (b) any of its obligations or liabilities arising out of such withdrawal or termination.

14.3 If any Party withdraws from the Project, then, without prejudice to any other rights of the other Parties the provisions of Articles 9 shall apply correspondingly.

14.4 If any Party enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors the other Parties shall, subject to approval by the Agency, be entitled to take over the fulfillment of such Party's obligations and to receive subsequent payments under the Grant Agreement in respect thereof.

In such event all rights and obligations under the Grant Agreement and this Partnership Agreement shall in good faith be redistributed among the remaining Parties, or, in case a new Party is found, assigned to that new Party, and the affected Party will keep the entitlements relative to the work performed by the affected Party prior to the occurrence of the above circumstance.

Any unrecoverable damage caused by a bankruptcy Party will be amicably shared by the other Parties.

14.5 The provisions 11, 12, 13 and 15 of this Agreement shall survive the expiration or termination of this Partnership Agreement to the extent needed to enable the Parties to pursue the remedies and benefits provided for in those Sections.

14.6 For the avoidance of doubt, termination or withdrawal shall not affect any rights or obligations incurred prior to the date of the termination.

14.7 After termination, the beneficiaries' obligations continue to apply, in particular those under Articles I.4, II.6, II.8, II.9, II.14, II.27 of the General Conditions and any additional provisions on the use of the results, as set out in the Special Conditions.

15. Jurisdiction clause

15.1 All disputes or differences arising in connection with this Partnership Agreement which cannot be amicably settled shall be put under the attention of the LIFE monitor of the external monitoring team for his/her advice. In second instance, the Agency will be addressed and, in case advice is received, this shall be considered binding.

15.2 Failing amicable settlement, the Court of Italy shall have sole competence to rule on any dispute between the contracting parties in respect of this agreement.

15.3 The law applicable to this agreement shall be the law of Italy.

ANNEXES:

Annex I to the PA- The LIFE Grant Agreement signed between the European Agency and the Coordinating beneficiary, including all annexes thereto

Annex II to the PA – Financial Identification Sheets of the Associated beneficiaries

For the Coordinating beneficiary

Signature

Date



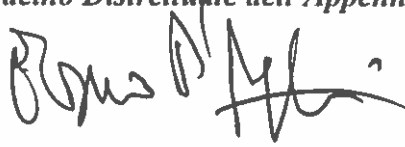
06/12/2019

Stafano Ciafani, President
LEGAMBIENTE C
Direzione Nazionale
Via Salaria, 403 - 00199 ROMA

For the associated beneficiary

Autorità di Bacino Distrettuale dell'Appennino Centrale

Signature



Date

14/11/2019

Erasmus De Angelis, General Secretary

For the associated beneficiary

Agenzia Regionale per la Protezione Ambientale – Umbria

Signature

Date

Walter Gancini
Il Direttore Generale
Walter Gancini, General Director

14/11/2019



For the associated beneficiary

Italian National Agency for New Technologies, Energy and Sustainable Economic Development

Signature



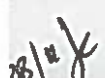
Date

28 NOV. 2019



Dipartimento Sostenibilità dei Sistemi
Produttivi e Territoriali
Il Direttore
Dr. Roberto Morabito

*Roberto Morabito,
Special Attorney of Legal Representative*



For the associated beneficiary

Global Nature Fund



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Signature

A handwritten signature in blue ink, appearing to read "U. Gattenlöhner".

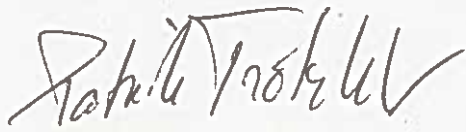
Date

A handwritten date in blue ink, "11/11/2019".

Udo Gattenlöhner, Executive Director

For the associated beneficiary

Bodensee-Stiftung



Signature

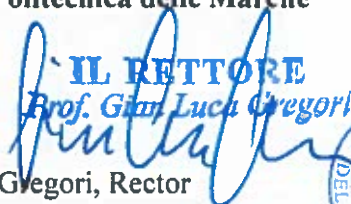


Date

Patrick Trötschler, Deputy Director

For the associated beneficiary
Università Politecnica delle Marche

Signature

IL RETTORE
Prof. Gian Luca Gregori


Date **5 DIC 2019**

Gian Luca Gregori, Rector

