

DRAFT FOR DISCUSSION ON 6 DECEMBER

(Prepared 27 Nov)



Partnership agreement
Concerning the LIFE project
Burren Tourism for Conservation
LIFE11 ENV/IE/922

1. Identification of the contracting parties

The Coordinating Beneficiary
Clare County Council
County Hall
Ennis
Co Clare
Ennistymon
Co Clare

represented by
Ger Dollard
Director of Services

AND

The Associated Beneficiaries

Fáilte Ireland
Amiens St
Dublin 1
represented by
Name
Function of the person

Geological Survey of Ireland
Beggars Busah
Haddington Road
Dublin 4
represented by

Name
Function of the person

National Monuments Service
Department of Environment, Community and Local Government
Custom House
Dublin 1
represented by
Name
Function of the person

University College
Belfield
Dublin 4
represented by
Name
Function of the person

Heritage Council
Church Lane
Kilkenny
represented by
Name
Function of the person

National University of Ireland
Galway
represented by
Name
Function of the person

Office of Public Works
Trim
Co Meath
represented by
Name
Function of the person

HAVE AGREED

2. Subject

This partnership agreement is concluded in relation to the LIFE project

- Burren Tourism for Conservation, LIFE11 ENV/IE/922, 11 Oct 2012
- 1 October 2012 to 31 December 2017
- Maximum eligible costs: 2,225, 245 EU
- Funding rate: 50%

- Maximum EU contribution: 1,108,872

The grant agreement (and any amendment to the grant agreement) signed by the coordinating beneficiary and the European Commission, which includes special provisions, the Common Provisions, the full project proposal and the other annexes, forms an integral part of this partnership agreement.

The provisions of the grant agreement, including the mandate (Common Provisions: Articles 5.2 and 5.3), shall take precedence over any other agreement between the coordinating beneficiary and the associated beneficiary which may have an effect on the implementation of the above agreement between the Commission and the coordinating beneficiary.

3. Duration

The partnership agreement enters into force when the last party signs. The partnership agreement terminates on the date of the payment of the balance by the coordinating beneficiary to all the associated beneficiaries.

4. Role and obligations of the coordinating beneficiary

4.1 The coordinating beneficiary is the entity which is solely legally and financially responsible to the Commission for the full implementation of the project measures in order to achieve the project objectives and for the dissemination of the project results.

4.2 The coordinating beneficiary, through the mandate annexed to the grant agreement, is granted power of attorney by the associated beneficiaries, to act in their name and for their account in signing the grant agreement and its possible subsequent amendments with the Commission.

4.3 The coordinating beneficiary accepts all the provisions of the grant agreement with the Commission.

4.4 By virtue of the mandate signed, the coordinating beneficiary alone is entitled to receive funds from the Commission and distribute the amounts corresponding to the associated beneficiaries' participation in the project and as specified in this agreement.

4.5 Whenever an associated beneficiary reduces its financial contribution, it shall be incumbent upon the coordinating beneficiary, in agreement with its associated beneficiaries, to find the necessary resources to ensure correct implementation of the project. In no case shall the Commission increase its contribution or the rate of co-financing.

4.6 Notwithstanding the provisions in Article 24 of the Common Provisions, the coordinating beneficiary shall contribute financially to the project.

4.7 The coordinating beneficiary shall be the single point of contact for the Commission and shall be the only participant to report directly to the Commission on the technical and financial progress of the project. The coordinating beneficiary shall therefore provide to the Commission all the necessary reports, in accordance with Article 12 of the Common Provisions. The coordinating beneficiary will provide the associated beneficiaries with copies of technical and financial reports submitted to the Commission as well as the Commission's

reactions to these documents. The coordinating beneficiary will inform the associated beneficiaries about important “events” related to the project, e.g. requests for amendments to the grant agreement and the reply given by the Commission to such requests

4.8 This agreement is fully compatible with the grant agreement signed with the Commission, and makes reference to the present common provisions and has the contents described in the Guidelines issued by the Commission. The agreement has been signed by the coordinating beneficiary and the associated beneficiaries and notified to the Commission within nine months from the starting date of the project. The provisions of the grant agreement, including the mandate (Articles 5.2 and 5.3), shall take precedence over any other agreement between the associated beneficiaries and the coordinating beneficiary which may have an effect on the implementation of the above agreement between the coordinating beneficiary and the Commission.

5. Role and obligations of the associated beneficiaries

5.1 The associated beneficiaries are exclusively the organisations listed in this agreement. The associated beneficiaries have signed this agreement and will be directly involved in the technical implementation of the appropriate tasks of the project. Details are in the annexes.

5.2 The associated beneficiaries, through the mandate annexed to the grant agreement, grant power of attorney to the coordinating beneficiary, to act in his name and for his account in signing the grant agreement and its possible subsequent amendments with the Commission. Accordingly, the associated beneficiaries mandate the coordinating beneficiary to take full legal responsibility for the implementation of the grant agreement.

5.3 The associated beneficiaries accept all the provisions of the grant agreement with the Commission, in particular all provisions affecting the associated beneficiary and the coordinating beneficiary. In particular, the associated beneficiaries acknowledge that, by virtue of the mandate signed, the coordinating beneficiary alone is entitled to receive funds from the Commission and distribute the amounts corresponding to the associated beneficiaries’ participation in the action.

5.4 The associated beneficiaries shall do everything in their power to help the coordinating beneficiary fulfil the coordinating beneficiary's obligations under the grant agreement. In particular, the associated beneficiaries hereby shall provide to the co-ordinating beneficiary whatever documents or information (technical and financial) may be required, as soon as possible after receiving the request from the coordinating beneficiary. Regular progress reports will be provided by the associated beneficiaries at least every three months.

5.5 Each associated beneficiary will contribute financially to the project as set out in section 11 and shall benefit from the financial contribution from the Commission in the conditions stipulated in this agreement.

5.6 The associated beneficiaries shall not report directly to the Commission on the technical and financial progress unless explicitly requested to do so by the Commission.

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

6.1 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 last payment, all appropriate supporting documentation for all expenditure, income and revenue for the project as reported to the 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 Commission when requested. The coordinating beneficiary shall retain copies of all supporting documents of all the associated beneficiaries.

6.2 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.

6.3 The coordinating beneficiary and the associated beneficiaries shall ensure that the Union support is publicised, as detailed in Article 13 of the Common Provisions

6.4 The coordinating beneficiary and the associated beneficiaries shall share freely the know-how necessary for implementation of the project.

6.5 The coordinating beneficiary shall not act, in the context of the project, as subcontractor or supplier to the associated beneficiaries. The associated beneficiaries shall not act, in the context of the project, as sub-contractor or supplier to the coordinating beneficiary or other associated beneficiaries.

7. Subcontractors

7.1 Any public coordinating beneficiary/associated beneficiary must award subcontracts in accordance with the applicable rules on public tendering, in conformity with Union Directives on public tendering procedures. For contracts exceeding € 125 000, any private coordinating beneficiary / associated beneficiary shall invite competitive tenders from potential subcontractors and award the contract to the bid offering best value for money; in doing so, it shall observe the principles of transparency and equal treatment of potential subcontractors and shall take care to avoid any conflict of interest. The rules on tendering referred to in the previous two paragraphs shall also apply in case of purchase of durable goods.

7.2 All invoices issued by subcontractors shall bear a clear reference to the LIFE+ project (i.e. number and title or short title) and to the order/subcontract issued by the associated beneficiary. All invoices shall also be sufficiently detailed as to allow identification of single items covered by the service delivered (i.e. clear description and cost of each item).

8. Civil liability

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;

9. Conflict of interest

The coordinating beneficiary and all associated beneficiaries undertake to take all the necessary measures to prevent any risk of conflicts of interest which could affect the impartial and objective performance of the grant agreement. Such conflicts of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest. Any situation constituting or likely to lead to a conflict of interest during the performance of the grant agreement will be brought to the attention of the Commission, in writing, without delay. The coordinating beneficiary and all associated beneficiaries will, without delay, take whatever steps are necessary to rectify this situation. The Commission reserves the right to check that the measures taken are appropriate and may itself take further action if this is deemed necessary.

10. Technical activity reports

Main reporting dates are as follows:

- Inception report: April 2012 (which includes signed copy of this partnership agreement)
- Progress report: Dec 2013
- Mid-term report: June 2015
- Progress report: Dec 2016
- Final report: March 2018

The associated beneficiaries will provide any relevant information to the coordinating beneficiary in due time before the submission of reports to the Commission and be available with additional information, should the Commission request so.

11. Communication actions, publicity for Community support and audio-visual products

11.1 The coordinating beneficiary and associated beneficiaries shall publicise the project and its results, always mentioning the Union support received. Details of this activity will be given in each activity report.

11.2 The coordinating beneficiary and associated beneficiaries will acknowledge the support given by the Union in all documents and media produced in the framework of the project, using the LIFE logo provided by the Commission. For audio-visual material, the credits at the beginning and/or at the end shall include an explicit and readable mention to the LIFE financial support (e.g. “With the contribution of the LIFE financial instrument of the European Union”)

11.3 The LIFE logo will not be referred to as a certified quality label or eco-label. Its use shall be restricted to dissemination activities.

11.4 The coordinating beneficiary shall create a project website or use an existing website for the dissemination of project activities, progress and results. The web address where the main results of the project are available to the public shall be indicated in the reports. This website shall be online at the latest six months after the start of the project, shall be regularly updated and shall be kept for at least five years after the end of the project.

11.5 The coordinating beneficiary and associated beneficiaries shall erect and maintain notice boards describing the project at the locations where it is implemented, at strategic places accessible and visible to the public. The LIFE logo shall appear on them at all times.

11.6 A summary of the project, including name and contact information of the coordinating beneficiary, will be placed on the LIFE website and made available to the general public.

11.7 All durable goods acquired in the framework of the project shall bear the LIFE logo unless otherwise specified by the Commission

11.8 The project will contain an obligatory set of measures for networking activities. Unless duly justified by the coordinating beneficiary as non appropriate, these will include visits, meetings, exchange of information, and/or other such networking activities with an appropriate number of other relevant LIFE projects (ongoing or completed). It may also include similar exchanges with other non LIFE projects and/or participation in information platforms related to the project objectives (including at international level where justified). These networking activities shall aim at ensuring an efficient transfer of know-how and experience in order to foster its replication in similar contexts.

11.9 The Commission are authorised to publish, in whatever form and in whatever medium, including the Internet, all the information related to the project or produced by the project that it considers relevant. The coordinating beneficiary and all associated beneficiaries grant the Commission the non-exclusive right to reproduce, to dub if necessary, to distribute or to use any audio-visual document produced by the project, completely or partly, without time limit, for non-commercial purposes, including during public events. Nevertheless, the Commission shall not be considered as "co-producer". The Commission reserves the right to use the photographs submitted in the various reports referred to in Article 12 to illustrate any information material it produces. It undertakes to credit these by indicating the project reference number.

12. Confidentiality

The Commission and the coordinating beneficiary/associated beneficiaries undertake to preserve the confidentiality of any document, information or other material communicated to them in confidence, disclosure of which could harm another party. The parties shall remain bound by this obligation beyond the closing date of the project. The personal data included in the project will be placed on an electronic management tool, which is made available to the European Commission, to other Union institutions and to an external monitoring team, which are bound by a confidentiality agreement. This management tool will be used exclusively to manage LIFE projects

13. Financial reporting

Regarding the final statement of expenditure and income, the associated beneficiaries shall provide the coordinating beneficiary with a dated and signed "participant cost statement summary" for the mid-term report and the final report in the schedule set out in part 10 of this agreement. The associated beneficiaries will report costs as specified in the Common Provisions and the grant agreement. In particular, the associated beneficiaries will comply with Part II "financial provisions" of the Commission Provisions.

The main project steering group will meet at least 4 times per year. Associate beneficiaries will provide the necessary financial reports within the time schedule set out by the coordinating beneficiary.

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

The contribution of the beneficiaries will be as set out in the table below. The estimated total costs incurred by the associated beneficiaries 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. The final settlement will be based on the Commission's assessment of the final statement of expenditure and income and more precisely on the accepted eligible costs of the project.

<i>Partner</i>	<i>Partner contribution</i>	<i>EU contribution</i>	<i>Total</i>
Clare County Council	453,398	445,897	899,295
Fáilte Ireland	89,875	89,875	179,750
Geological Survey of Ireland	32,045	32,045	64,090
National Monuments Service	48,390	48,390	96,780
University College Dublin	59,630	59,630	119,260
Heritage Council	48,960	48,960	97,920
NUI Galway	97,750	97,750	195,500
Office of Public Works	130,000	130,000	260,000

Note: Shannon Development has withdrawn from the project. Their budget (312,650 total) is currently being reviewed with Fáilte Ireland in relation to redistribution.

12. Payment terms

All payments will be made to the designated bank account of the associated beneficiary. The coordinating beneficiary will distribute the first stage payment to the associate beneficiaries on completion of the partnership agreement. Further stage payments will be distributed by the coordinating beneficiary to the associate beneficiaries as soon as possible after they have been received from the Commission following receipt of the agreed relevant financial and technical inputs. The coordinating beneficiary and the associated beneficiaries agree that all payments are considered as pre-financing payments until the Commission has approved the final technical and financial reports and has transferred the final payment to the coordinating beneficiary. The coordinating beneficiary will transfer the share of the final payment to the associated beneficiary after the Commission has made the final payment, and will incorporate a provision according to which the coordinating beneficiary may recover amounts unduly paid to the associated beneficiary.

13. Financial audit

An independent auditor, nominated by the coordinating beneficiary, shall verify the final statement of expenditure and income provided to the Commission. The auditor shall verify compliance with national legislation and accounting rules and certify that all costs incurred comply with this grant agreement. The auditor shall also check the sources of the project financing, and in particular that co-financing does not stem from other Union financial instruments. The work to be performed will be in accordance with, and in the format of, the Guidelines provided by the Commission

14. Checks and inspections

The Commission, or any representative authorised by the Commission, may audit the coordinating beneficiary or associated beneficiaries at any time during the project implementation period and up to five years after the final payment of the Union contribution. The Commission or any authorised representative shall have access to the documentation required to ascertain the eligibility of the costs of the participants in the project, such as invoices, payroll extracts, purchase orders, proof of payment, time sheets and any other documents used for the calculation and presentation of costs.

15. Termination of partnership agreement

The coordinating beneficiary and the associated beneficiaries agree the conditions for any termination of the partnership agreement, as set out in the Common Provisions, Article 19.

16. Jurisdiction clause

Failing amicable settlement, the relevant court in Ireland 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 Ireland.

Done at Ennis on (*date*), in duplicate in English with the letters of commitment attached for each beneficiary.

ANNEXES:

- The grant agreement signed between the European Commission and the coordinating beneficiary;
- The Common Provisions:
http://ec.europa.eu/environment/life/toolkit/pmtools/lifeplus/documents/commonprov_11_en.pdf
- The approved project proposal (LIFE_BurrenTourism_19July2012)
- Inception Report (to be prepared)

ON HEADED PAPER

Burren Tourism for Conservation (LIFE11 ENV/IE/922)

I confirm that my organisation commits to the Partnership Agreement for this project

Signature:

Date:

Name:

Position:

Organisation:

