

Partnership Agreement Climate Alliance and partners
CSO-LA/2017/389-450



Climate Alliance

PARTNERSHIP AGREEMENT

Whereas Climate Alliance (coordinator) and the partners (co-applicants; listed below) have decided to enter into a contract with the European Commission to carry out the project:

**Title: "Change the Power – (Em)Power to Change:
Local Authorities towards the SDGs and Climate Justice"**

EC Contract No: CSO-LA/2017/389-450

Call for proposals 2016 n° EuropeAid/134863/C/ACT/MULTI– Non-State Actors and Local Authorities in Development, Raising public awareness of development issues and promoting development education in the European Union.

The consortium consists of 20 participants of 11 countries:

Coordinator:

Climate Alliance of European Cities with Indigenous Rainforest Peoples, Germany (European secretariat in Frankfurt – Headquarter)

Partners:

Local Authorities (7):

City of Daruvar, Croatia (HR)
Győr-Moson-Sopron County with 12 cities and 171 municipalities, Hungary (HU)
City of The Hague, The Netherlands (NL)
City of Hasselt, Belgium (BE)
Federal state of Carinthia with 17 cities and 115 municipalities, Austria (AT)
City of Munich, Germany (DE)
City of Nagykanisza, Hungary (HU)

Association of Local Authorities (6):

Climate Alliance Austria (AT)
Climate Alliance Hungary / Reflex, Hungary (HU)
Climate Alliance Italy (IT)
Climate Alliance Luxemburg / ASTM, Luxembourg (LU)
IGEMO (11 LAs), Belgium
Klimaatverbond (158 LAs, 12 provinces), The Netherlands (NL)

Civil Society Organisations (6):

Anatoliki, Greece (GR)
COSPE – Cooperazione per lo Sviluppo dei Paesi Emergenti, Italy (IT)
Environmental Partnership Foundation, Nadace Partnerství, Czech Republic (CZ)
Focus Eco Center, Romania (RO)
Netzwerk Entwicklungspolitik Saarland, Germany (DE)
and
Instituto Socioambiental, Brazil (BR)

And whereas Climate Alliance as beneficiary and the co-applicants wish to define between themselves their rights and obligations with respect to carrying out the EC Contract.

Now therefore it is hereby agreed as follows:

1. Purpose and Scope

The partners undertake to co-operate under the conditions of this agreement in order to execute and fulfil the EC contract. Each partner shall be bound by the EC contract and be responsible for carrying out its scope of work in accordance with the contract.

The performance of the project shall be shared and divided between the partners according to the tasks and amounts, both specified in the grant contract with the respective annexes.

2. Coordinator

It is hereby agreed that the coordinator shall assume responsibility for liaison between the partners and the European commission concerning the project and for the following functions:

- Coordination of the further negotiation of the EC Contract, if and when necessary;
- Supervision of the progress relative to the time schedule in or otherwise set up by common agreement of the partners;
- Collection of the partners' documents and cost statements, the verification whether these comply with the EC contract and the applicable regulations and the forwarding and consolidation of the same to the commission;
- Transmission of any documents connected with the project between the partners and from the partners to the commission and vice versa including, without limitation, the project deliverables required by the EC contract to be submitted to the commission;
- Organise the transfer of the payments made by the Commission to contractors set forth in article 4 hereof.
- Guidelines and dates for interim reports shall be fixed by the coordinator of the project. The co-applicants shall complete these reports by the foreseen dates. After receiving all reports from the partners and finalised the report the lead partner shall transfer this to the Commission.

3. Financial aspects

Each partner will receive its total eligible costs as specified in the annex III of the grant contract, if these costs have been approved by the commission. As agreed, all co-applicants receive 5% indirect costs on their real direct eligible costs.

The overall shares of the partners for the whole project are as follows:

Beneficiaries	Total costs, including overhead in Euro ¹	Total amount from EU
Climate Alliance	856.831,74 €	771.148,57 €
City of Daruvar (HR)	55.415,55 €	49.874,00 €
City of The Hague (NL)	94.941,00 €	85.446,90 €
City of Hasselt (BE)	69.798,75 €	62.818,88 €
Federal state of Carinthia (AT)	105.000,00 €	94.500,00 €
City of Munich, Germany (DE)	205.951,20 €	185.356,08 €
City of Nagykanisza (HU)	49.003,50 €	44.103,15 €
Győr-Sopron-Moson (HU)	35.157,99 €	31.642,19 €
Climate Alliance Austria (AT)	175.886,47 €	158.297,82 €
Climate Alliance Hungary / Reflex, (HU)	145.561,50 €	131.005,35 €
Climate Alliance Italy (IT)	125.140,05 €	112.626,05 €
Climate Alliance Luxemburg / ASTM (LU)	285.366,47 €	256.829,82 €
IGEMO (BE)	64.933,05 €	58.439,75 €
Klimaatverbond (NL)	130.956,00 €	117.860,40 €
Anatoliki (GR)	145.251,75 €	130.726,58 €
COSPE (IT)	139.944,00 €	125.949,60 €
Environmental Partnership Foundation, Nadace Partnerstvi (CZ)	138.285,00 €	124.456,50 €
Focus Eco Center, Romania (RO)	126.273,00 €	113.645,70 €
Netzwerk Entwicklungspolitik Saarland (DE)	167.669,25 €	150.902,33 €
Instituto Socioambiental (BR)	75.071,75 €	67.564,58 €
Total	3.192.438,02 €	2.873.194,22 €

Total amount of the project: 3,281,945.56 Euro (including 89.507,56 € contingency reserve; 2,953,751 financed by the Contracting Authority)

Initial pre-financing payment (January 2018): 1,276,282.78 Euro

Further pre-financing payments (2019 / 2020): 1,382,093.12 Euro

Balance of the final amount of the grant (after end of project, summer 2021): 295,375.10 Euro

The grant is limited to 90% of the estimated total eligible cost of the action.

¹ All numbers with reservation. The budget depends also on real spendings during the project.

Each partner is responsible for its own contribution (10%) and has to report the total costs (100%). Each beneficiary has to refund EU contribution, which wasn't spent for or in the duration of the project.

Each partner is responsible for timely providing to the coordinator accurate cost statements and maintaining the accounts and appropriate documents in accordance with **Annex II** (General Conditions) of the grant contract to support and justify the costs and time reported in its cost statements. To this end, appropriate time sheets have to be provided listing the days / hours spent for the project and signed by the responsible persons. The coordinator has a right of audit to verify the costs.

Planning of reporting

1st Interim report: January 2019 (period 01/01/2018 – 31/12/2018)

2nd Interim report: January 2020 (period 01/01/2019 – 31/12/2019)

Final report: January 2021 (period 01/01/2020 – 31/12/2020; whole project cycle)

For the monitoring of the project, all partners have to send their budget overview in regular intervals (October 2018, August 2019, June 2020).

4. Payments

As the EC contract provides for payments by the commission to be made to the coordinator, the coordinator shall:

- Transfer the payments to the respective partners / contractors in accordance with the approved periodic reports and corresponding cost statements set forth in annex III of the grant contract within 30 days after reception of the amount from the commission.
- Transfer to the respective partners / contractors the final payment of the community's financial contribution within 30 days after reception of the amount from the commission.

Payments are made to each of the other partners in Euro.

The coordinator is entitled, after having notified the commission thereof, to withhold payment of a defaulting partner.

Demand of repayment

Should the Contracting Authority of the project in accordance with the provisions of the subsidy contract demand repayment of all or part of the subsidy already transferred, each partner is obliged to reimburse its share of the EU amount unduly received to the lead partner.

5. Responsibilities

Towards the coordinator

Each partner undertakes to timely supply to the coordinator all such project deliverables and any other information or documents as the coordinator may require in connection with the grant contract to fulfil their obligations as provided for in this agreement or as the commission may properly request and to keep the coordinator informed of all such requests from the commission and responses thereto;

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Towards each other

Each Partner undertakes:

- to respect all rules and procedures stated in the contract – including all Annexes and Special Conditions (e.g. visibility, financial provisions, procurement, reporting, currency conversion), this includes, that:
 - the budget is spent in the frame of the project and the foreseen activities (Annex I);
 - all costs are verifiable (invoices, timesheets, pay rolls of staff etc.);
 - amendments and changes of expenses over 25% will be communicated beforehand to the coordinator and without delay;
 - the contingency reserve won't be used without written authorisation by the EU;
- to perform on time the tasks and work packages assigned to it under the schedule shown in Annex I (Full application and Logical Framework) and to make available rights and information on time to other partners;
- to promptly notify the coordinator and each of the other partners of any delay in performance;
- not to make any commitment, which may have consequences for the project or for another partner, without consultation with and prior approval of the relative partner / partners
- to provide to the coordinator the project deliverables to be submitted to the commission under the grant contract well in advance of the time set forth in the time scales of the grant contract to enable the coordinator to submit them to the commission in accordance with the time scales of the grant contract;
- to provide all information for the monitoring, interim reports (January 2019 and 2020) and final report (January 2021). With each report all partners send copies of all expenses (invoices, receipts, pay rolls etc.) and three copies of all produced publications.
- to participate at project meetings, which are foreseen in the project. Each partner may have an alternate member who may participate in the meetings.
- to keep all relevant documents, including invoices and copies of the publications at least 5 years after the date of the last payment of the balance (approx. June 2026);
- to pay back unspent funds, which are not spent until the 31 December 2020 to the lead applicant upon 1st request;
- to pay back costs, which will not be accepted by the EU – during and after the project implementation period upon 1st request.

In supplying any information or materials to any of the other partners hereunder or under the grant contract each partner undertakes to ensure the completeness, fit for purpose, sufficiency and accuracy thereof and, in the event of any error therein, to promptly after detection of the error correct the same. The supplier partner shall warrant the absence of any infringement of statutory monopoly or industrial property rights of third partners by the use of such information and materials.

For the successful management of the partnership and implementation of the project, a project steering group (PSG) will be set up. Members will be the applicant and a group of co-applicants, selected on expertise in DEAR projects and open to interested partners.

6. Intellectual property rights

The result of the joint activities covered by the agreement concerning reports, documents, studies, electronic data and other products, will be disseminated free of charge and are the joint property of the partners.

The copyright and other intellectual and industrial property rights, the Action's results, reports and other documents relating to it will be vested in the partners (see article 7, General Conditions).

7. Visibility

All partners shall take all necessary steps to publicise the fact that the European Union has co-financed the Action. Such measures shall comply with the latest Communication and Visibility Manual for European Union External Actions laid down and published by the European Commission (updated version 1 January 2018; https://ec.europa.eu/europeaid/communication-and-visibility-manual-eu-external-actions_en)

The partners support and implement the communication plan.

Any notice or publication concerning the Action, including those given at conferences or seminars, shall specify that the Action has received European Union funding. Any publication by the partners in whatever form and by whatever medium, including the internet, shall include the following statement, including the EU logo:

'This document has been produced with the financial assistance of the European Union. The contents of this document are the sole responsibility of < Beneficiary(ies)'s name > and can under no circumstances be regarded as reflecting the position of the European Union.'

8. Duration, Termination

This agreement shall come into force as of 1 January 2018 and shall thereafter continue in full force and effect, in the event that the grant contract is duly entered into, until complete discharge of all obligations undertaken by the partners under the grant contract and under this agreement as well as any amendment or extension thereof.

All project activities should be completed by **31 December 2020**.

9. Settlement of Disputes

In case of dispute or difference between the partners arising out of or in connection with this agreement, the partners shall first endeavour to settle it amicably. If this is not successful, the steering committee, consisting of the coordinator and group of partners involved in the project will endeavour to settle the dispute.

Should one of the partner be in default, the lead partner shall admonish the respective partner to comply within an acceptable amount of working days. Should the non-fulfilment of obligations continue, the partnership may decide to exclude the partner.

The excluded partner is obliged to refund to the lead partner any funds received which it cannot

prove on the day of exclusion, that the were used for the implementation of the project. Having financial consequences for the funding of the project as a whole, the lead partner may demand compensation to cover the sum involved.

10. Notice Provision

Any notice to be given under this agreement to the partners shall be in writing and may be served by leaving it or sending it by prepaid recorded delivery or registered post to their respective addresses recorded on the first page of this agreement or at such other address as may have been notified in accordance with this Agreement for such purpose.

11. Interpretation / Partial Invalidity

If any provision of this agreement is or will be invalid or if this agreement contains a gap, this shall not affect the validity of the remaining provisions hereof. In such case, the partners hereto shall be obliged to immediately replace the invalid provision by a valid provision which most nearly achieves the intended commercial purpose of the invalid provision and/or which fills the gap herein in such a manner as would have been the case if the non-regulated issue had been realised and regulated by the Partners hereto upon conclusion hereof.

12. Entire Agreement, Amendments

This agreement, and the grant contract constitute the entire agreement between the partners in respect of the project.

Amendments or changes to this agreement shall be valid only if made in writing and signed by an authorised signatory of each of the partners.

As witness the partners have caused this agreement to be duly signed by the undersigned authorised representative the day and year first above written.

As co-applicant, we are aware of our role and responsibility. We ensure that the action is carried out in accordance with the description of the action (Annex I) and the terms and conditions of the contract.² We respect all the rules of the contract with all Annexes, e.g. General Conditions (Annex II), Special Conditions, Procurement (Annex IV) and Visibility Rules of the EU.

² Documents of the project: contract with all annexes, guidelines of the call, companion, legal basis of the EU (EU financial regulations, CIR and DCI), practical guide (PRAG)

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We confirm that we received and take into account all relevant documents.

Authorised to sign on behalf of **Climate Alliance**

Name: **Thomas Brose**

Title: **Executive Director**

Signature:

Authorised to sign on behalf of co-applicant

Co-applicant: *CITY OF NAGYKANIZSA (HU)*

Name of authorized person: *DÉNES BRINDOR (MR.)*

Signature:

Official stamp of co-applicant:

Annexes:

Annex I: Grant contract

Annex II: Budget of partner

Annex III: Information of partner

A központos 45/2018. (III.29.) sz. határozata alapján

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Annex 2: Information co-applicant

Name of co-applicant: Municipality of Nagykanizsa (Nagykanizsa MJV Önkormányzata)

Full direction: HU-8800 Nagykanizsa, Erzsébet tér 7.

General eMail: denes.sandor@nagykanizsa.hu

Bank details:

Name of account holder: Nagykanizsa MJV Önkormányzata

Name of Bank: Sberbank Magyarország Zrt.

IBAN:

BIC:

Reference for the transfer (if needed):

Contact person for the project (coordinator):

Name: Miklós BENEDEK (Mr.)

eMail: benedek.miklos@nagykanizsa.hu

Phone: +36 30-411-3338

Skype: -

Contact of back-up person

Name: Miklós BÁRCZI (Mr.)

eMail: barczy.miklos@nagykanizsa.hu

Phone: +36 20 429 2540

Skype: -

City of Nagykanizsa HU

Costs		Unit ¹³	# of units	Unit value (in EUR)	All years	1st year
1. Human resources						
1.1.1.7	Project coordination NAG, HU (33%, 3 years)	per month	12,00	1,270,00 €	15,240,00 €	5,080,00 €
1.3.1.6.	Project meeting, Kick off, DE, all partners abroad	per diem	58,00	180,00 €	360,00 €	360,00 €
1.3.1.8	Third project meeting (2nd year), BE, all partners abroad	per diem	60,00	180,00 €	360,00 €	
1.3.1.9	Last project meeting (3rd year), NL , all partners abroad	per diem	58,00	180,00 €	360,00 €	
1.3.2.2.1	Second project meeting (1st year)-national partners, NAG, HU	per diem	2,00	180,00 €	360,00 €	360,00 €
1.3.2.6	Regional meeting in LU with partners	per diem	16,00	180,00 €	360,00 €	
1.3.3.4	Southern partners in Europe (3 visits, each time two persons, approx. 10 days) , all partners, NAG, HU	per diem	4,00	150,00 €	600,00 €	
Subtotal Human Resources					17,640,00 €	5,800,00 €
2. Travel						
2.1.7.5	Project meeting, Kick off in DE all partners, NAG, HU	per travel	1,00	300,00 €	300,00 €	300,00 €
2.2.8.6	Project meeting, BE, NAG, HU	per travel	1,00	300,00 €	300,00 €	
2.1.10.6	Project meeting, NL, NAG, HU	per travel	1,00	400,00 €	400,00 €	
2.1.11.5	Regional meetings, NAG, HU	per travel	1,00	400,00 €	400,00 €	400,00 €
2.2.2.3	Travel costs Southern Partners in respective European country, NAG, HU	per travel	1,00	800,00 €	800,00 €	
2.2.4.1	Project meeting, -local HU, NAG, HU	per travel	1,00	80,00 €	80,00 €	80,00 €
Subtotal Travel					2,280,00 €	780,00 €
3. Equipment and supplies						
Subtotal Equipment and supplies						
4. Office costs						
Subtotal Local office						

Costs	Unit ¹³	# of units	Unit value (in EUR)	All years	1st year
5. Other costs, services					
5.1.9 information booklet, NAG, HU	per booklet	500,00	7,00 €	3.500,00 €	
5.5.5 Translation, NAG, HU	per booklet	1,00	600,00	600,00 €	
5.7.1.1.5 Room renting, NAG, HU	per event	1,00	900,00 €	900,00 €	
5.7.1.4.3 event in kindergartens and schools, NAG, HU	per event	22,00	400,00 €	8.800,00 €	2.800,00 €
5.7.2.4 Events showing documentaries, NAG, HU	per event	2,00	400,00 €	800,00 €	
5.7.5.6 catering for national & local events, NAG, HU	per event	1,00	900,00 €	900,00 €	
5.8.1 Development / Update campaign	Design	1,00	500,00 €	500,00 €	500,00 €
5.8.4 Development of campaign materials, adaptation lang.	per language	1,00	3.700,00 €	3.700,00 €	3.700,00 €
5.8.8.4 advertisement place for campaign, NAG, HU	per showing	15,00	150,00 €	2.250,00 €	2.250,00 €
5.8.8.8 TV campaign, NAG, HU	per showing	1,00	2.000,00 €	2.000,00 €	
5.9.1 delegation tour (organisation of events and press conference), NAG, HU	per tour	1,00	800,00 €	800,00 €	
Subtotal Other costs, services				24.750,00 €	9.250,00 €
6. Other					
6.1 Programming Web tool (CO2 App), all partners	per app	1,00	82.000,00 €	1.000,00 €	1.000,00 €
6.2 License Belo Monte Documentary	per license	1,00	53.000,00 €	1.000,00 €	1.000,00 €
Subtotal Other				2.000,00 €	2.000,00 €
7. Subtotal direct eligible costs of the Action (1-6)				46.670,00 €	17.830,00 €
8. Indirect costs (maximum 7% of 7, subtotal of direct eligible costs of the Action)				2.333,50 €	891,50 €
9. Total eligible costs of the Action, excluding reserve (7+8)				49.003,50 €	18.721,50 €
10. Provision for contingency reserve (maximum 5% of 7, subtotal of direct eligible costs of the Action)	3%				
11. Total eligible costs (9+10)				49.003,50 €	18.721,50 €
EU contribution 90 %				44.103,15 €	16.849,35 €
Own contribution 10 %				4.900,35 €	1.872,15 €