



ALLEGATO B alla Dgr n. 311 del 18 marzo 2015

SCHEMA DI CONVENZIONE DI PARTNERSHIP TRA IL SERVIZIO FORESTE DELLA SLOVENIA (ZAVOD ZA GOZDOVE SLOVENIJE) E LA REGIONE DEL VENETO PER LA REALIZZAZIONE DEL PROGETTO LIFE13 NAT/SI/000550 LIFE DINALP BEAR “Population level management and conservation of brown bears in northern Dinaric Mountains and the Alps”

ZAVOD ZA GOZDOVE SLOVENIJE, Večna pot 2, 1000 Ljubljana, represented by the Acting Director Damjan Oražem (hereinafter: project applicant) Tax ID number: SI91496080 Registration number: 5786380000

and

Regione del Veneto - Sezione Caccia a Pesca, Dorsoduro 3901, 30123 Venezia, represented by _____ (hereinafter: partner)

Tax number: 02392630279 Registration number: /

shall conclude the following

AGREEMENT

on cooperation in execution of the project LIFE + Nature: LIFE DINALP BEAR: LIFE13 NAT/SI/000550 »Population level management and conservation of brown bears in northern Dinaric Mountains and the Alps«

I. GENERAL PROVISIONS

Article 1

The contracting parties shall establish:

- that with the decision as of 7 April 2014 about the financial support to the European projects, the European Commission promoted the project »Population level management and conservation of brown bears in northern Dinaric Mountains and the Alps«, LIFE DINALP BEAR: LIFE13 NAT/SI/000550, candidate of the Republic of Slovenia on the basis of the Call for proposals of the programme LIFE+ 2013 of the European Commission, Directorate-General for the Environment (Official Journal of the European Union 2013/C 47/21 of 19 February 2013);
- that in accordance with the Regulation concerning the Financial Instrument for the Environment (LIFE+) (Regulation of the European Parliament and of the Council (EC) no. 614/2007 of 23 May 2007), on 20 June 2014 an agreement was signed for the financial support of the European Commission in the project, in the total value of € 4,149,202, between the contracting parties Zavod za gozdove Slovenije (Slovenian Forest Service), represented by the Acting Director Damjan Oražem, and European Commission, whose representative is Angelo Salsi;
- that financial help, financial procedures, control and technical conditions shall be executed in accordance with the provisions of the Regulation (EC) no. 614/2007 of the European Parliament and Council of 23 May 2007;
- that the project contents are determined in the project application, confirmed by the European Commission with the agreement number LIFE13 NAT/SI/000550 of 20 June 2014 and it is a constituent part of this agreement (Enclosure 1);

- that the project starts on 1 July 2014 and ends on 30 June 2019.

Article 2

The contracting parties shall establish that the partner is informed about the project content and that the partner has at its disposal the entire project application, namely in an electronic form on the external data support medium in PDF form, which is Enclosure 1 to this agreement.

The contracting parties shall also establish:

- that the value of works to be carried out by the partner amounts to € 396,065.00;
- that the co-financed part of the partner (part provided by the partner) amounts to € 120,000.00;
- that the assets that the partner obtains from the European Commission within the project amount to € 276,065.00;

Further on, the contracting parties shall establish that with the document »ASSOCIATED BENEFICIARY DECLARATION and MANDATE« (LIFE13 NAT/SI/000550/-Form A4), being an integral part of the project application and in which actions, for which the partner undertakes responsibility or co-responsibility, are indicated, the partner has undertaken to make every effort to contribute to the execution of the project.

Article 3

By this agreement the contracting parties shall settle mutual rights and obligations in respect of the partner's participation in the project.

The contracting parties shall agree that for the explanation of individual provisions of the agreement they shall apply the:

- agreement in the Slovenian language;
- Slovenian law.

The contracting parties shall agree that for the interpretation of individual provisions of the agreement they shall apply the Code of Obligations (Official Journal of the RS, no. 83/01 et seq.).

II. RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

Article 4

The partner shall undertake the responsibility and co-responsibility for realization of individual project activities in a proportion, as indicated in the project application.

The partner shall undertake to perform all the tasks within the project, in accordance with the content and milestones, as described and determined in the project application under actions, namely:

A1 Analysis of the damage cases and bear intervention group interventions, preparation of guidelines for Intervention group protocols
A4 Impact of bear-vehicle collisions on brown bear population, determination of "black spots" and preparation of action plan of mitigation measures
C1 Conflict mitigation in the hot spot areas – organic waste
C4 Decrease of traffic-caused bear mortality
C10 Establishment of two intervention groups
D2 Evaluation (monitoring) of the effectiveness of mitigation measures implemented to prevent traffic related bear mortality
E3 Info-points in human-bear conflict hot-spots
E5 Working with media
F1 Coordination and administration of the project by the coordinator and the project steering group
F2 Networking with other LIFE and/or non-LIFE projects

The partner shall start with works within 30 days at the latest after signing this agreement and it shall do them until the deadlines or milestones at the latest, as determined in the project application.

All the content reports on the project progress with the corresponding products, such as press publications, must be submitted by the partner within individual actions to the project applicant at least one month before the deadlines determined in the project application on the page 173 in the chapter Activity reports foreseen. The project applicant may demand individual reports or project products also within a shorter period than the periods indicated in the previous sentence.

The partner shall guarantee for the quality of services, which must comply with standards and norms indicated in the project application.

The partner shall undertake to perform all the activities determined for it in the project documentation in due time, professionally, high-quality and with due care, as well as to provide for timely potential trouble-shooting and overcoming deficiencies and immediately inform the project applicant about them. The deadline for trouble-shooting and overcoming deficiencies is maximally 60 days from the trouble/deficiency written observation. If a trouble or a deficiency is not corrected within this period, the project applicant may withdraw from the agreement, and due to which it is not liable for the damages to the contractor in any way and any time.

The project applicant shall be entitled to carry out supervision over execution of contractual works, while the partner shall be obliged to provide this to it. The partner shall be responsible for all the damage which it would cause intentionally or negligently.

Article 5

The partner shall undertake to keep all financial and administrative documentation in accordance with *Common Provisions 2013*, which is Enclosure 2 of this agreement, on the external data support medium in PDF form.

The partner shall keep the current books of account and accounting books in accordance with the usual accounting standards, determined by the laws and valid regulations of the partner's country or region/province. An analytical accounting (cost centre accounting) shall be set for tracing of expenditure and revenues. Throughout all the project and at least for the last five years after finished donation, the partner shall keep all adequate accompanying documentation for all expenditure and revenues of the project, defined in the reports for the European Commission, namely it shall keep the documentation such as: tender documentation, invoices with all obligatory enclosures, purchase orders, receipts of payment, employees' agreements, wage bills, pay rolls, record of presence and all other documents, used for calculation and presentation of the costs. This documentation is clear, precise and transparent and shall be sent to the European Commission on the request, while the copies shall be regularly sent to the project applicant.

The partner must ensure that all the invoices connected with the analytical accounting contain explicit reference to the project (LIFE DINALP BEAR: LIFE13NAT/SI/000550).

The partner must submit all the copies of the documents, including timetables needed for drawing up financial reports for the European Commission, to the applicant of the project for each three months, namely until 20th day in the next month. The project applicant may demand individual reports or documents also in a shorter term than three months.

The partner must give all the original documentation at disposal to the project financial control and external auditory institutes.

All invoices and other documentation, being part of the project, must be issued between the date of the start and end of the project.

Article 6

The project applicant shall be the only contact point of the European Commission and the only participant which directly communicates and reports to the European Commission about the technical and financial progress of the project. The partner shall provide to the project applicant all the reports needed.

Material and the working capital needed for the execution of activities in accordance with the project application are provided by the partner on its own cost, except if not otherwise determined in the project application. The partner shall be obliged to protect its own works or subjects of work against damage and destruction, at least until deadlines determined in the project application or *Common Provisions 2013*, otherwise it bears alone the risk of damage or destruction.

The partner shall be liable for the safety of workers at work executing activities within the project application in accordance with the regulations on health and safety at work, valid for the partner's country or region/province.

Take-over of contractual activities determined for the partner in this agreement and project application (scope of works, quality or correctly performed activities) are normally executed by the project applicant and partner after the receipt of the partner's report.

Article 7

The partner shall undertake that it will carry out all investments and services by external operators in accordance with the valid legislation of the partner's country or region/province, which settles the field on public procurement, and that it will submit the copies of all the corresponding documentation to the project applicant.

Article 8

The project applicant shall undertake to pay out all the assets to the partner according to dynamics of receipt of the assets from the European Commission, namely in proportion as the partner has on the basis of the whole financial value in the project.

The project applicant will transfer the assets of the European Commission to the partner according to the following dynamics:

- assets amounting to € 110,426.00 will be transferred by the project applicant to the partner after signing this agreement within 7 days,
- assets amounting to € 55,213.00 will be transferred by the project applicant to the partner after receiving the second transfer by the European Commission and after executing all the obligations deriving from this agreement on the basis of dynamics and scope of works from the project application,
- assets amounting to € 55,213.00 will be transferred by the project applicant to the partner after receiving the third transfer by the European Commission and after executing all the obligations, deriving from this agreement on the basis of dynamics and scope of works from the project application,
- assets amounting to € 55,213.00 will be transferred by the project applicant to the partner after receiving the last, final transfer by the European Commission and after executing all the obligations, deriving from this agreement on the basis of dynamics and scope of works from the project application.

As regards the assets, whose payment is linked to the obligations executed according to this agreement, the project applicant shall undertake to pay out them to the partner for the agreed part co-financed by the European Commission within 15 days from the official receipt of the claim for payment, on the account number _____ open by _____ . After issuing the claim for payment, the partner must obligatory make reference to this agreement number and indicate the project code (LIFE DINALP BEAR: LIFE13NAT/SI/000550).

The total amount for an individual type of cost in the final report may not exceed the agreed amount of assets foreseen in the project application. In case of exceeding the foreseen costs, the latter are classified in the part co-financed by the partner.

If the European Commission does not confirm the entire partner's costs in the final report and for this reason the amount of the partner's works decreases, the scope of assets received by the partner by the European Commission shall also be decreased. The costs not confirmed by the European Commission shall fall under ineligible costs of the project.

The project applicant and partner shall agree that in case if one of the parties does not fulfil the obligations from the agreement, it shall take over the risk and potential costs, which would occur in relation to that.

If the partner does not execute all the contractual works within the deadline foreseen by this agreement and project application, it must pay to the project applicant the contractual penalty amounting to 0.01 % of the value of contractual activities for each calendar day of delay. The project applicant cannot demand any contractual penalty due to delay, if it has accepted fulfilment of obligations, but it has not immediately communicated to the partner that it retains the right to the contractual penalty.

If the partner does not start to work in contractual and subsequently determined period, the project applicant may withdraw from the agreement. The project applicant may act in the same way, if the partner unjustifiably interrupts or stops the works. Due to delay in execution of contractual obligations, the project applicant may withdraw from the agreement only when if it has beforehand

set a suitable later deadline in a written form for replacement of delayed work, still acceptable for the partner, and if the partner hasn't done the delayed work also within this period. Additional deadline doesn't need to be determined in case if the partner declares alone that it doesn't want any contractual obligations or it is not able to execute them without delay. If the partner has already received the assets of the European Commission according to the first indent of the second paragraph of this article of the agreement and it hasn't done any contractual works, it shall be obliged to immediately transfer the assets to the project applicant together with the interest on late payment from the day of the transfer of these assets to the partner onwards.

Due to the project applicant's withdrawal from this agreement in accordance with the provisions of this article, the project applicant is not liable to the partner for the damage in any way and any time.

Article 9

All administrative and financial cooperation in the project must be in accordance with the *Common Provisions 2013* for the projects LIFE+.

III. FINAL PROVISIONS

Article 10

For coordination between the project applicant and partner and for the supervision over works and obligations, agreed in this agreement, the project applicant shall appoint Miha Marenče, Zavod za gozdove Slovenije, Večna pot 2, 1000 Ljubljana, as its representative, while the partner shall appoint _____, Regione del Veneto – Sezione Caccia a Pesca, Dorsoduro, 3901, 30123 Venezia.

Article 11

The contracting parties take note that this agreement is void, if in this agreement anyone in the name or on the account of any other contractual party, has promised, offered or given any undue advantage to the representative or the intermediary of the body or organization from the public sector – contracting authority:

- for gaining business or
- for conclusion of business transaction under more convenient conditions or
- for omission of due supervision over implementation of contractual obligations or
- for any other action or omission, by which damage is caused to the body or organization from the public sector – contracting authority or acquisition of undue advantage is provided to the representative of the body, intermediary of body or organization from the public sector – contracting authority to any other contractual party or its representative, agent and intermediary.

Article 12

Any potential amendments will be determined by the contractual parties with an annex to this agreement.

Article 13

The contracting authority and the contractor shall agree to solve all the disputed issues by comment consent in the spirit of approved commercial usage. If this fails to be the case, the parties shall agree that a dispute will be solved by the competent court in Ljubljana.

Article 14

The agreement is written in four equal copies, of which the project applicant and the partner shall receive two copies.

Ljubljana, _____

Venezia, _____

Date: _____

Date: _____

Project applicant:
Zavod za gozdove Slovenije

Partner:
Regione del Veneto –
Sezione Caccia a Pesca

Damjan Oražem
Acting Director

(timbro)

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