

Del che il presente è verbale.

IL PRESIDENTE
F.to Telesca

IL SEGRETARIO GENERALE
F.to Fontana

Copia conforme all'originale per uso amministrativo
Addì, 17/09/2024

Il Titolare di incarico di E.Q.
Il Funzionario Incaricato
(Maria Antonietta Sarubbi)

CERTIFICATO DI PUBBLICAZIONE

Il sottoscritto Segretario Generale, certifica che copia della presente deliberazione viene pubblicata all'Albo pretorio on line il 17/09/2024, ove rimarrà affissa per 15 giorni consecutivi.
Addì, 17/09/2024

IL SEGRETARIO GENERALE
F.to Fontana

Il sottoscritto Segretario Generale, inoltre,

ATTESTA

che la presente deliberazione è immediatamente eseguibile ai sensi dell'articolo 134, comma 4, T.U. ord. EE.LL

IL SEGRETARIO GENERALE
F.to Fontana

La presente deliberazione è divenuta esecutiva il

decorsi 10 giorni dalla pubblicazione (art. 134, comma 3, T.U. ord. EE.LL.);

Addì

IL SEGRETARIO GENERALE

.....

Copia conforme all'originale per uso amministrativo
Addì

Il funzionario incaricato
.....



CITTÀ DI POTENZA

COPIA DELIBERAZIONE DELLA GIUNTA COMUNALE

N. d'Ord. 221
del 17/09/2024

OGGETTO: Programma LIFE SeedNEB, Beautifying cities through nature: implementation of biodiversity-friendly NBS inquadrato dal New European Bauhaus in 3 pilot neighborhoods of Spain, Italy and Hungary. Presa d'atto accordo di partenariato.

L'anno 2024, il giorno diciassette del mese di settembre, alle ore 13:45, presso la Sala dell'Arco del Palazzo di Città, si è riunita la Giunta comunale, nelle persone dei Signori di seguito elencati:

	PRESENTE	ASSENTE
1. Vincenzo TELESCA Sindaco Presidente	SI	//
2. Federica D'ANDREA Assessore - Vice Sindaco	SI	//
3. Michele BENEVENTI Assessore	SI	//
4. Loredana COSTANZA Assessore	SI	//
5. Roberto FALOTICO Assessore	SI	//
6. Francesco C. GIUZIO Assessore	SI	//
7. Anna GRIECO Assessore	SI	//
8. Angela LAVALLE Assessore	SI	//
9. Gerardo NARDIELLO Assessore	SI	//
10. Enrico Ettore TORLO Assessore	SI	//
TOTALE	10	//

Presiede il Sindaco, avv. Vincenzo Telesca.

Partecipa alla riunione il Segretario Generale, dr.ssa Maria Grazia Fontana.

LA GIUNTA COMUNALE

Vista la proposta di deliberazione, allegata, quale parte integrante e sostanziale della presente, recante l'oggetto riportato sul frontespizio;

Sentito il relatore, che illustra l'argomento;

Visti i pareri favorevoli di regolarità tecnica e di regolarità contabile, resi ai sensi dell'art. 49 del Decreto Legislativo 267/2000;

Con voti unanimi, favorevolmente espressi nei modi e forme di legge;

DELIBERA

- Approvare la proposta di deliberazione, ad oggetto: "*Programma LIFE SeedNEB, Beautifying cities through nature: implementation of biodiversity-friendly NBS inquadrato dal New European Bauhaus in 3 pilot neighborhoods of Spain, Italy and Hungary. Presa d'atto accordo di partenariato*", allegata, quale parte integrante e sostanziale della presente deliberazione e che qui si intende integralmente trascritta.

La Giunta Comunale

Visto l'art. 134, comma 4, del D.Lgs. 267/00;

con separata votazione,

DELIBERA

- Dichiarare il presente atto immediatamente eseguibile.



CITTÀ DI POTENZA

Assessorato Ambiente - Energia – Contrade e Periferie

Unità di Direzione Ambiente ed Energia

Oggetto: programma LIFE SeedNEB, Beautifying cities through nature: implementation of biodiversity-friendly NBS inquadrato dal New European Bauhaus in 3 pilot neighborhoods of Spain, Italy and Hungary. Presa d'atto accordo di partenariato

Relazione istruttoria e proposta di deliberazione della Giunta Comunale.

Premesso che:

- il Comune di Potenza (Potenza) ha aderito all'accordo n. 101148064 — LIFE23-ENV-ES-LIFE SeedNEB («l'accordo») tra AYUNTAMIENTO DE LORQUI (Lorqui) e l'Agenzia esecutiva europea per il clima, le infrastrutture e l'ambiente (CINEA) («agenzia esecutiva dell'UE» o «autorità che concede l'aiuto») per conseguire l'obiettivo di sviluppare un progetto basato sull'uso combinato del nuovo Bauhaus europeo (NEB) e delle soluzioni basate sulla natura (NBS), apportando benefici all'ambiente urbano di 3 comuni (Lorquí (ES), Potenza (IT) e Dunaújváros (HU));
- il progetto prevede strategie urbane e interventi in loco basati sulla natura (come tetti e facciate verdi) che favoriscono la biodiversità trasformando le città e migliorando il benessere dei loro residenti. In particolare, 3 edifici, e le aree circostanti, saranno rinaturalizzati: il Centro Culturale "Enrique Tierno Galván" (ES), un blocco residenziale privato di 40 abitazioni (HU) e **la Scuola Leonardo Sinisgalli di Potenza (IT)**. Le NBS implementate non mireranno solo a ripristinare la biodiversità nell'ambiente urbano, ma forniranno anche servizi ecosistemici quali: la riduzione dell'inquinamento atmosferico, idrico e acustico, la protezione contro le inondazioni e le ondate di calore e il mantenimento del legame tra l'uomo e la natura. Il progetto svilupperà strumenti e meccanismi per facilitare l'implementazione delle NBS negli edifici privati e, così facendo, migliorerà la cooperazione pubblico-privato. Avvicinerà inoltre i cittadini alla natura coinvolgendoli nell'abbellimento dei loro quartieri (governance partecipativa) e fornirà assistenza tecnica e amministrativa per promuovere l'attuazione delle NBS in altri settori. Ciò avverrà grazie alla creazione di un ufficio per la biodiversità, di un ambasciatore del nuovo Bauhaus europeo e di una scuola cittadina Bauhaus in ogni città. Inoltre, le campagne di comunicazione locale contribuiranno ad aumentare i comportamenti biofilici, migliorando l'accettazione delle NBS da parte dei cittadini. LIFE SeedNEB lavorerà anche allo sviluppo di competenze per garantire la sostenibilità e il trasferimento delle soluzioni dimostrate. Ciò avverrà con lo sviluppo di attività di capacitazione per studenti, professionisti del verde e urbanisti;
- che il programma LIFE SeedNEB, Beautifying cities through nature: implementation of biodiversity-friendly NBS inquadrato dal New European Bauhaus in 3 pilot neighborhoods of Spain, Italy and Hungary, come descritto nell'accordo di sovvenzione 101148064 – LIFE23-ENV-ES- SeedNEB, firmato il 07.05.2024, con un costo totale di 3.134.371,87€ e costi massimi ammissibili di 3.134.371,87€ e un tasso di finanziamento UE del 60% dei costi ammissibili, con un contributo massimo UE di 1.880.622,16€, vede il comune di Potenza quale beneficiario associato, per la realizzazione di un progetto inerente la Scuola sinisgalli, per una spesa complessiva stimata di euro 526.654,00, di cui un importo massimo di euro 315.992,40 perviene dal contributo dell'UE, con una compartecipazione al progetto con risorse finanziarie proprie per euro 210.661,60, come da quadro economico di progetto allegato al presente atto, i cui importi trovano allocazione nel bilancio corrente esercizio, a seguito di variazione di bilancio disposta con deliberazione di Consiglio Comunale n. 103 del 31/07/2024, ai capitoli in uscita nn. 001350/024, 001350/025, 002500/015, 002600/002, 002600/003, 209027/001, 209612/012, ed in entrata nn. 240910/003, 431410/001;
- occorre prendere atto dell'accordo di partenariato, in relazione ed attuazione del programma LIFE SeedNEB, Beautifying cities through nature: implementation of biodiversity-friendly NBS inquadrato dal New European Bauhaus in 3 pilot neighborhoods of Spain, Italy and Hungary, come descritto nell'accordo



ORIGINALE
IL SEGRETARIO GENERALE
L. Lissa Maria Grazia Fontana



CITTÀ DI POTENZA

di sovvenzione 101148064 – LIFE23-ENV-ES- SeedNEB, firmato il 07.05.2024, disciplinante i rapporti tra Beneficiario coordinatore e Beneficiario associato, comune di Potenza;

- la convenzione di sovvenzione (e qualsiasi modifica alla stessa) di seguito denominata "GA", firmata dal beneficiario coordinatore e dall'Agenzia/Commissione europea, che include la proposta di progetto completa e gli altri allegati, costituisce parte integrante dell'accordo di partenariato;

Visto l'accordo di partenariato allegato al presente atto quale parte integrante e sostanziale;

Acquisito, ai sensi dell'art.49 del dlgs.n.267/00 il parere di regolarità tecnica del dirigente dell' U.D. Ambiente ed Energia;

Acquisito, ai sensi dell'art.49, del dlgs n.267/00 il parere di regolarità contabile del Responsabile del servizio finanziario;

Per quanto sopra premesso si propone di adottare la seguente

DELIBERAZIONE

- di prendere atto dell'accordo di partenariato in relazione al programma LIFE SeedNEB, Beautifying cities through nature: implementation of biodiversity-friendly NBS inquadrato dal New European Bauhaus in 3 pilot neighborhoods of Spain, Italy and Hungary, come descritto nell'accordo di sovvenzione 101148064 – LIFE23-ENV-ES- SeedNEB, firmato il 07.05.2024, disciplinante i rapporti tra Beneficiario coordinatore e beneficiario associato, comune di Potenza;
- il Sindaco di Potenza, provvederà a sottoscrivere l'accordo di partenariato in argomento in qualità di legale rappresentante del Comune di Potenza.
- di dare mandato al Dirigente dell'U.D. Ambiente ed Energia, di dare esecuzione al presente atto;
- di dichiarare la presente proposta immediatamente eseguibile, ai sensi dell'art. 134 del dlgs.n.267/00.

Potenza, 12/09/2024

IL DIRIGENTE
U.D. Ambiente ed Energia
DOTT.SSA Maria Grazia Fontana

L'ASSESSORE
Ambiente - Energia - Contrade e Periferie
Michele Benvenuti



ORIGINALE
IL SEGRETARIO GENERALE
Dot.ssa Maria Grazia Fontana



CITTÀ DI POTENZA

Oggetto: programma LIFE SeedNEB, Beautifying cities through nature: implementation of biodiversity-friendly NBS inquadrato dal New European Bauhaus in 3 pilot neighborhoods of Spain, Italy and Hungary. Presa d'atto accordo di partenariato

Sulla presente proposta, in ordine alla regolarità tecnica ai sensi degli articoli 49 e 147-bis del decreto legislativo 18 agosto 2000, n. 267 (Testo unico delle leggi sull'ordinamento degli Enti locali), si esprime il seguente parere attestante la regolarità e la correttezza dell'azione amministrativa: **FAVOREVOLE**

Potenza, 11/09/2024

Il Dirigente
dott.ssa Maria Grazia Fontana

Sulla presente proposta, in ordine alla regolarità contabile ai sensi degli articoli 49 e 147-bis del decreto legislativo 18 agosto 2000, n. 267 (Testo unico delle leggi sull'ordinamento degli Enti locali), si esprime il seguente parere: **Favorevole**

Potenza, 11/09/2024



Il Responsabile del Servizio Finanziario
dott. Vito Di Lascio



ORIGINALE
Il SEGRETARIO GENERALE
Dott.ssa Maria Grazia Fontana





Partnership agreement
Concerning the LIFE project
LIFE23-ENV-ES-LIFESeedNEB + LIFE Grant agreement reference 101148064
THE COORDINATING BENEFICIARY

*Municipality of Lorquí,
Plaza del Ayuntamiento, LORQUI 30564, Spain
VAT Number: P3002500A*

Represented by:
*Joaquín Hernández Gomariz
Mayor*

AND

THE ASSOCIATED BENEFICIARY

*Comune di Potenza
Piazza Matteotti, Potenza
85100, Italy
VAT NUMBER: 00127040764*

Represented by:
*Vincenzo Telesca
Mayor*

HAVE AGREED

1. Subject

This partnership agreement is concluded in relation to the LIFE SeedNEB, Beautifying cities through nature: implementation of biodiversity-friendly NBS framed by the New European Bauhaus in 3 pilot neighbourhoods of Spain, Italy and Hungary, as described in Grant Agreement 101148064 – LIFE23-ENV-ES- SeedNEB, signed on 07.05.2024. Running from 01/07/2024 to 30/06/2028, with a total cost of 3,134,371.87€ and maximum eligible costs of 3,134,371.87€ and an EU funding rate of 60% of eligible costs, resulting in a maximum EU contribution of 1,880,622.16€.

The grant agreement (and any amendment thereto) hereinafter referred to "GA", signed by the coordinating beneficiary and the European Agency/Commission, which includes the full project proposal and the other annexes, forms an integral part of this partnership agreement. Unless explicitly stated otherwise, all parts of the Grant Agreement are relevant for and apply to both the coordinating beneficiary and the associated beneficiary.

The provisions of the grant agreement, including the mandate¹ stipulating that the associated

¹ Annex III to the Grant Agreement consisting of Accession Form for Beneficiaries



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

2. Duration

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

3. Role and obligations of the coordinating beneficiary

Article 7 and Article 11 of the GA set out the role and general obligations of the coordinating beneficiary.

Ayuntamiento de Lorquí as the coordinating beneficiary, through the mandate included in the Grant Agreement, receives from the associated beneficiary the power to act in its name and on its behalf in signing with the Commission the Grant Agreement and any subsequent amendments thereto. By virtue of the signed mandate, the coordinating beneficiary acquires the right to be the sole recipient of the Commission's funds and to distribute the amounts corresponding to the associated beneficiary's participation in the project, as specified in this agreement. The coordinating beneficiary shall be the only one in contact with the Commission and shall be the only one of the beneficiaries to report directly on the technical and financial progress of the project. To this end, the coordinating beneficiary shall provide the Commission with all necessary reports. The coordinating beneficiary shall provide the associated beneficiary with copies of the technical and financial reports submitted to the Commission, and shall keep the associated beneficiary informed of the Commission's reactions to these documents. The coordinating beneficiary shall regularly inform the associated beneficiary of communications with the Agency/Commission concerning the project.

In exercising the mandate given by the associated beneficiary to act on its behalf, the coordinating beneficiary shall take into consideration the interests and concerns of the associated beneficiary, with whom the coordinating beneficiary shall consult whenever appropriate and especially before requesting any modification to the Grant Agreement.

4. Role and obligations of the associated beneficiary

Articles 7 and 11 of the GA set out the role and general obligations of the associated beneficiary. The associated beneficiaries are exclusively the organisations identified as such in the project and committed to the implementation of the project through the corresponding proposal forms.

The associated beneficiary must sign the present agreement and be directly involved in the technical implementation of one or more of the project tasks and its responsibilities are described in the project proposal forms annexed to the present agreement.

Specifically, as stated in Annex I of the Grant Agreement (Description of the Action) of the project proposal, Comune di Potenza is involved in the following actions (main activities are listed per action, not excluding other tasks that may arise to ensure the successful implementation



of the project):

T1.1 Project management

T1.2 Project monitoring

T2.1 Planning and Designing of the urban environment (in each of the pilot city, linked to WP4)

T2.1.1 Urban analysis and diagnosis

T2.1.2 Pilot NBS design

T2.2 Beautifying Buildings (creation of green roofs and green facades)

T2.3 Beautifying Public Areas

T3.1 Creation of a technical office for urban-ecological rehabilitation and biodiversity (per city)

T3.2 Management Tools for public-private collaboration

T3.3 Financing of small-scale NBS in private buildings

T4.1 NEB facilitator & Bauhaus Citizen School

T4.2 Co-design activities during the desing of NBS and re-desing or urban areas

T4.3 Co-implemetation activities

T4.4 Co- monitoring activities: Citizen science

T5.1 Monitoring of fauna associated to NBS (birds, bats, pollinators)

T5.1.1 Birds monitoring

T5.1.2 Pollinators monitoring

T5.1.3 Bats monitoring

T5.2 Monitoring of environmental benefits

T5.3 Monitoring and assessing of the acceptance of the population to project actions.

T5.5 Transdisciplinary Assesment

T6.1 Dissemination and communication pack

T6.2 Local communication and awareness campaigns

T6.3 Networking with other projects and initiatives

T6.4 Dissemination of results at a technical, political and scientific level

T7.1 Replication and transfer strategy

T7.2 Experience-sharing event among city planners

T7.3 Trainings for green professionals

T7.5 Exploitation Plan

With regard to deliverables, the partner will be responsible for the deliverables listed below:

D2.7 NBS in building Potenza

D2.8 NBS in Public Space. Potenza



Besides, the beneficiary will provide all the necessary information derived from the implementation of activities under its responsibility for the elaboration of deliverables that are the responsibility of other partners.

For quantifiable objectives, the beneficiary is responsible for contributing to the following expected impacts as a result of the project:

- Impact on 2,202 residents particularly in the reduction of climatic vulnerability, improvement of the air quality, and reduced noise pollution.
- Contribute to the conservation of 40 species of birds and bats.
- Carry out 30 NBS interventions in private buildings.
- Carry out 39 participation and co-creation activities, reaching at least 780 people involved.

Regarding the interventions with Nature-Based Solutions in the 3 municipalities, for a total of 34,500 m², will have the following expected impact:

- Reduction in pollution levels: 14.9 g/year NO₂, 28.8 g/year SO₂ and 121.1 g/year PM₁₀.
- Carbon storage: 266.7 kg/year.
- Annual savings in energy use: 31%, meaning a reduction of 0.34 GWh/year and saving
- Reduction of GHG emissions in 74.17 tn CO₂e/year.
- Water savings: 43-100 %.
- Temperature reduction: 10°C outdoor, 0.45°C indoor.
- Acoustic insulation: up to 8 db.
- Reutilization of 70% of demolition and construction waste.

The Associated Beneficiary undertakes to use its best endeavours to assist the Coordinating Beneficiary in fulfilling its obligations under the Grant Agreement. In particular, the associated beneficiary shall provide the coordinating beneficiary with any document or information (technical or financial) that the coordinating beneficiary may need, as soon as possible after receipt of a request from the coordinating beneficiary to that effect.

The associated beneficiary, Comune di Potenza, due to its participation in the above-mentioned actions of the project, will incur a total estimated expenditure of 526,654.00€. It will thus contribute financially to the project and benefit from the financial support of the Commission. The associated beneficiary will contribute 210,661.60€ to the project from its own financial resources. On the basis of this amount, the associated beneficiary will receive from the coordinating beneficiary a maximum amount of 315,992.40€ from the EU contribution.

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

Articles 7 and Article 11 of the GA, set out common obligations for both the coordinating beneficiary and the associated beneficiary.

The coordinating beneficiary and the associated beneficiary shall keep up to date accounting records in accordance with the usual accounting practices imposed by the law and regulations in



force. In order to ensure the traceability of expenditures and receipts, an analytical accounting system (cost accounting) must be put in place. The coordinating beneficiary and the associated beneficiary must keep, for the duration of the project and at least five years after the last payment, all supporting documentation on project expenditure and income submitted to the Commission, such as procurement files, invoices, purchase orders, payment vouchers, pay slips, time sheets and any other documents used for the calculation and presentation of costs. This documentation must be clear, accurate and effective, and must be submitted to the coordinator and to the Agency/Commission upon request. The coordinating beneficiary must keep copies of all supporting documents of the partner beneficiary, sent by the partner beneficiary in electronic format.

As the beneficiaries are responsible for the correct implementation of the project, under the Subsidy Agreement, if a beneficiary fails to implement its part of the project, the other beneficiaries will be responsible for the implementation of that part, without increasing the total amount of the grant received for the project.

The coordinating beneficiary and the associated beneficiary shall freely share the technical expertise necessary to ensure the proper implementation of the project.

The coordinating beneficiary may not act, within the framework of the project, as a subcontractor or supplier of the associated beneficiary. The associated beneficiary may not act, within the framework of the project, as a subcontractor or supplier of the coordinating beneficiary.

All the beneficiaries are responsible for uploading on due date the deliverables they are responsible for to the management system of the LIFE Programme. Before the official uploading, deliverables should be sent for review to the corresponding WP coordinator.

The Steering Committee (SC) is the governing body to agree on decisions regarding the project implementation. It is formed by representants of the technical and financial parts of each of the project partners.

Steering Committee meetings will be held on a timely basis (twice a year). The approximate dates for SC meetings are M1, M7, M13, M19, M25, M31, M37, M43 and M47. In addition, 2-3 months after each project meeting, a video conference will be organised to follow up on the project's actions.

6. Project co-financers

Comune di Potenza has no foreseen financial contribution from co-financers.

7. Technical activity reports

The associated beneficiary shall provide any relevant information to the coordinating beneficiary for the submission of reports to the Agency/Commission 15 after the end of the reporting period concerned, and be available with additional information, should the Agency/Commission so request.

The reporting schedule for the project is as follows:

Type of report	Reporting Period	Month
Additional prefinancing report	1-24	26
Periodic report (final payment)	25-48	50



The submission dates are those included in the Grant Agreement and can only be modified after agreement between the Agency/Commission and the coordinating beneficiary.

8. Financial reporting

The associated beneficiary is obliged to report expenditure as specified in the Grant Agreement.

Regarding the declaration of costs and receipts, the associated beneficiary shall provide the coordinating beneficiary with a dated and signed "participant cost statement summary" at least 15 days after the end of the project in order to prepare the submission to the Agency/Commission of the final report.

The deadline for the associated beneficiary to provide the coordinating beneficiary with the mid-term financial statement is also 15 days after the date of the first reporting period.

Besides, the associated beneficiary must make an updated statement of expenditure attributable to the project every six months from the start of the project (01/07/2024) to inform the coordinating beneficiary. This declaration shall be accompanied by all supporting documentation of the expenditure incurred. The coordinating beneficiary and the associated beneficiary shall ensure that all invoices include a clear reference to the project, linking them to the cost accounting system, in the correct categories.

The coordinator will provide the template for reporting costs. The deadline for each financial reporting will be communicated in advanced. An online repository will be created for the allocation of supporting documents. The associated beneficiary will have to appoint a financial responsible who will be in contact with the coordinator for the periodic reporting of expenditures.

The associated beneficiaries must send a copy of all the documentation requested by the coordinating beneficiary, to comply with their information obligations to CINEA, including, but not limited to, staff payslips, work reports, invoices and bank payments.

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

In accordance with the approved project proposal, the associated beneficiary will implement actions with an estimated total cost of 526,654.00€.

The associated beneficiary will contribute 210,661.60€ to the project from its own financial resources.

On the basis of the above amounts, the associated beneficiary will receive from the coordinating beneficiary a maximum amount of 315,992.40€ as share of the EU contribution.

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.

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

According to Article 22.3.4 of the GA, in case the project generates profit, the EU contribution will be reduced proportionally to the actual final rate of reimbursement of the eligible costs



approved by the Agency/Commission.

In case the partner is unable to carry out a specific task due to administrative, technical or financial problems, or to develop the necessary administrative steps to carry out a specific activity, a budget transfer between partners can be promoted in order for another partner to carry out this activity or administrative process. For this purpose, the partner originally responsible for this activity will transfer the necessary budget (and the same amount of grant) to the partner actually carrying it out, so that this action does not affect this partner.

10. Payment terms

Unless requested otherwise in writing by the associated beneficiary, the coordinating beneficiary shall make all payments to the following bank account of the associated beneficiary:

IBAN: IT83E0542404297000000000209
BIC/SWIFT: BPBAIT3B

The payment scheme will follow the payments made by the Agency/Commission to the coordinating beneficiary, who is responsible for payment within 30 days of receipt of the funds. In the case of the initial prefinancing, 30 days from the entry into force of the present agreement. However, the payment scheme will also depend on the tasks carried out by the associated beneficiary, and payments may be delayed depending on the progress of the associated beneficiary in the implementation of the project tasks for which it is responsible, for which the coordinating beneficiary will have the power to request additional information on the progress of the associated beneficiary's tasks. In the event that the performance of tasks is not in accordance with the project, the coordinating beneficiary may suspend or reduce the next payment until the associated beneficiary completes the required tasks.

For these payments, the share of each partner will be decided by the coordinating beneficiary independently of the mere arithmetical distribution of the budget and co-financing between the partners, taking into account the financial effort made by each partner during the period of time for which the payment is made. However, the total budget and the EU contribution to the project will remain the same as indicated in the approved text of the project, the European co-financing being definitively settled at the end of the project.

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

The coordinating beneficiary shall transfer the part of the final payment due to the associated beneficiary once the Commission has made the final payment, and may recover amounts unduly paid to the associated beneficiary, including undue payments identified as such during expost audits by the Agency/Commission.

In the event that the Agency/Commission withholds any amount from the grant or claims it back from the coordinating beneficiary, the associated beneficiary shall reimburse to the coordinating beneficiary the proportionate share of the amount received as EU contribution.

11. Termination of partnership agreement

The consortium agreement may be terminated under the terms of Article 32 of the GA — Grant Agreement or Beneficiary Termination. Either the coordinating beneficiary or the associated



beneficiary may terminate the consortium agreement, but in no case may the tasks foreseen up to the termination date cease to be carried out. Should the associated beneficiary decide to terminate the consortium agreement, either for economic or technical reasons, the provisions set out in Article 31 of the GA — Grant Agreement Suspension will be respected and the beneficiary may be asked to reimburse the amounts received.

12. Jurisdiction clause

The coordinating beneficiary and the associated beneficiary shall assume all liability towards third parties, including damages of any kind caused to them during the implementation of their actions in the project.

Failing amicable settlement, the Court of Spain 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 Spain.

13. Conflict of interest

The coordinating beneficiary and the associated beneficiary undertake to take all necessary measures to prevent any risk of conflict of interest that could affect the impartial and objective implementation of the Grant Agreement. Such conflicts could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other shared interest.

Any situation which constitutes or may lead to a conflict of interest during the implementation of the grant agreement must be brought to the attention of the Agency/Commission, in writing and without delay.

The coordinating beneficiary and the associated beneficiary must take the necessary steps to resolve this situation without delay.

14. Confidentiality

The coordinating beneficiary and the associated beneficiary undertake to preserve the confidentiality of any document, information or other material communicated to them in confidence, the disclosure of which could harm another party. The parties shall be bound by this obligation beyond the date of closure of the project.

15. Checks and inspections

The coordinating beneficiary and the associated beneficiary undertake to allow staff of the Agency/Commission and persons authorised by its appropriate access to the sites or premises where the project is being carried out and to all documents relating to its technical and financial management. Access by persons authorised by the Commission may be subject to confidentiality agreements to be established between the Commission and the coordinating beneficiary.



In Potenza on the 4th of September 2024,

For the coordinating beneficiary

For the partner beneficiary

For: Joaquín Hernández Gomariz

For: Vincenzo Telesca

ANNEXES:

- The LIFE Grant Agreement signed between the European Agency/Commission and the coordinating beneficiary, including all annexes thereto.