



Project number: LIFE19 IPE/NL/000011



EUROPEAN COMMISSION

Executive Agency for Small and Medium-sized Enterprises/Directorate General Environment

Unit B3 LIFE and CIP Eco-Innovation

GRANT AGREEMENT FOR INTEGRATED PROJECTS ¹

AGREEMENT NUMBER — LIFE19 IPE/NL/000011 - LIFE IP All4Biodiversity

This Agreement ('the Agreement') is concluded between the following parties:

on the one part,

The European Union ('the Union'), represented by the European Executive Agency for Small and Medium-sized Enterprises (hereinafter referred to as "the Agency") and acting under the powers delegated by the European Commission, represented for the purposes of signature of the Agreement by Head of Unit,

and

on the other part,

1. 'the coordinating beneficiary'

Provincie Zuid-Holland (PZH)

Public body

Official registration No: 27375169

Provinciehuis Zuid-Holland, Zuid-Hollandplein 1, 2509 LP The Hague, The Netherlands

VAT number: NL.0023.06.608.B.02,

represented for the purposes of signature of the Agreement by the Gedeputeerde, Berend Potjer

and the following other associated beneficiaries:

2. Provincie Limburg (PL) — established the Netherlands

¹ Within the framework of the Regulation (EC) No 1293/2013 of the European Parliament and of the Council of 11 December 2013 on the establishment of a Programme for the Environment and Climate Action (LIFE) and repealing Regulation (EC) No 614/2007, OJ L 347 of 20/12/2013, p.185 (hereinafter "the LIFE Regulation") and the Commission Implementing Decision 2018/210 of 12 February 2018 on the adoption of the LIFE multiannual work programme for 2018-20, OJ L39 of 13/02/2018.





3. Provincie Noord-Brabant (PNB) — established in The Netherlands
4. Provincie Gelderland (PG) — established in The Netherlands
5. Provincie Friesland (PF) — established in The Netherlands
6. Ministry of Agriculture, Nature and Food Quality (MinLNV) — established in The Netherlands
7. Ministry of Infrastructure and Water Quality (MinIenW) — established in The Netherlands
8. Land-en Tuinbouw Organisatie (LTO) — established in The Netherlands
9. BoerenNatuur – Farmers & Nature (BenN) — established in The Netherlands
10. Stichting Deltaplan Biodiversiteitsherstel (Deltaplan) — established in The Netherlands
11. Natuurmonumenten (NM) — established in The Netherlands
12. Staatsbosbeheer – State Forestry Service (SBB) — established in The Netherlands
13. Naturalis Biodiveristy Center (Naturalis) — established in The Netherlands
14. Vogelbescherming Nederland – Birdlife Netherlands (VBN) — established in The Netherlands

duly represented for the signature of the Agreement by the coordinating beneficiary by virtue of the mandate[s] included in Annex II form[s] A4

Unless otherwise specified, references to ‘beneficiary’ and ‘beneficiaries’ include the coordinating beneficiary.

The parties referred to above

HAVE AGREED

to the Special Conditions (‘the Special Conditions’) and the following Annexes:

- Annex I General Conditions ((hereinafter referred to as ‘the General Conditions’)
- Annex II Description of the project
- Annex III Estimated budget of the project: Forms R1, R2 and all F-Forms in Annex II
- Annex IV Mandate[s] provided to the coordinating beneficiary by the other beneficiary[ies] Form[s] A4 in Annex II
- Annex V Model technical report: The applicable model technical reports are to be found on the website: <https://ec.europa.eu/easme/en/life> (manage your project)





Project number: LIFE19 IPE/NL/000011

Annex VI Model financial statement: The applicable model financial reports are to be found on the website: <https://ec.europa.eu/easme/en/life> (manage your project)

Annex VII Model terms of reference for the certificate on the financial statements *to be found on the website: <https://ec.europa.eu/easme/en/life> (manage your project)*

Annex VIII Model terms of reference for the certificate on the compliance of the cost accounting practices: **not applicable**

Annex IX Model terms of reference for the operational verification report: **not applicable**

Annex X Financial and Administrative guidelines
<http://ec.europa.eu/environment/life/toolkit/pmtools/index.htm>

Annex XI Guidelines for applicants
<http://ec.europa.eu/environment/life/toolkit/pmtools/index.htm>

which form an integral part of the Agreement.

The provisions in the Special Conditions of the Agreement take precedence over its Annexes.

The provisions in Annex I 'General Conditions' take precedence over the other Annexes.





SPECIAL CONDITIONS

TABLE OF CONTENTS

SPECIAL CONDITIONS	4
TABLE OF CONTENTS	4
Article I.1 — Subject matter of the agreement	6
Article I.2 — Entry into force and implementation period of the agreement.....	6
Article I.3 — Maximum amount and form of the grant	6
Article I.4 — Reporting — Requests for payment and supporting documents – Payments and payment arrangements.....	7
I.4.1 Reporting and reporting periods	7
I.4.2 Requests for further pre-financing payment[s] and supporting documents	7
I.4.3 Requests for interim payments and supporting documents	7
I.4.4 Request for payment of the balance and supporting documents.....	8
I.4.5 Information on cumulative expenditure incurred.....	9
I.4.6 Currency for requests for payment and financial statements and conversion into euro.....	10
I.4.7 Language of requests for payments, technical reports and financial statements.....	10
I.4.8 Payments to be made.....	10
I.4.9 Pre-financing payment	10
I.4.10 Interim payments.....	11
I.4.11 Payment of the balance	12
I.4.12 Notification of amounts due.....	12
I.4.13 Interest on late payment	12
I.4.14 Currency for payments.....	13
I.4.15 Date of payment	13



I.4.16	Costs of payment transfers.....	13
I.4.17	Payments to the coordinating beneficiary.....	13
Article I.5	— Bank account for payments	13
Article I.6	— Data controller, communication details of the parties.....	14
I.6.1	Data controller.....	14
I.6.2	Communication details of the Agency.....	14
I.6.3	Communication details of the beneficiaries.....	14
I.6.4	Communication details of the beneficiaries after payment of the balance	15
Article I.7	— Entities affiliated to the beneficiaries.....	15
Article I.8	— Beneficiaries which are international organisations.....	15
Article I.9	— Checks and audits.....	15
Article I.10	— Settlement of disputes with non-EU beneficiaries	15
Article I.11	— Special provisions on the financial responsibility for recoveries.....	15
Article I.12	— Obligation to conclude an internal cooperation agreement.....	16
Article I.13	— Eligibility of Durable Goods costs	16
Article I.14	— Additional provisions on use of the results including intellectual and industrial property rights	16



ARTICLE 1.1 — SUBJECT MATTER OF THE AGREEMENT

The Agency has decided to award a grant under the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Agreement, for the *project* entitled **LIFE IP PAF Biodiversity recovery approach for N2000 sites and surroundings, in cooperation with agricultural and other land users**, as described in Annex II.

By signing the Agreement, the beneficiaries accept the grant and agree to implement the *project*, acting on their own responsibility.

ARTICLE 1.2 — ENTRY INTO FORCE AND IMPLEMENTATION PERIOD OF THE AGREEMENT

1.2.1 The Agreement enters into force on the date on which the last party signs it.

1.2.2 The *project* runs from **09-03-2020** (*'starting date'*) until **08-03-2026** (*'end date'*)

ARTICLE 1.3 — MAXIMUM AMOUNT AND FORM OF THE GRANT

1.3.1 The *maximum amount of the grant* is **EUR 9,762,646**.

1.3.2 The grant takes the form of:

(a) the reimbursement of **60%** of the eligible costs of the *project* ('reimbursement of eligible costs'), which are estimated at **EUR 16,271,076** and which are:

(i) actually incurred ('reimbursement of actual costs') for the following categories of costs for each of the beneficiaries and affiliated entities: personnel costs; travel and subsistence costs; costs for subcontracting (also referred to as "external assistance costs"); costs of durable goods : (depreciation) costs of infrastructure and equipment, prototype costs; costs for land purchase/long-term lease of land/one-off compensations for land use rights; costs of consumables; other costs (i.e. costs arising from the Agreement, duties, taxes and charges).

(ii) *reimbursement of unit costs: not applicable*

(iii) *reimbursement of lump sum costs: not applicable*

(iv) declared on the basis of a flat rate: overheads as specified in Annex III as a fixed percentage of the eligible direct costs excluding costs of land purchase/long term lease of land/one-off compensations for land use rights ('reimbursement of flat-rate costs') for each of the beneficiaries and affiliated entities;

(v) *reimbursement of costs declared on the basis of the beneficiary's usual cost accounting practices: not applicable*

(b) *unit contribution: not applicable*

(c) *lump sum contribution: not applicable*

(d) *flat-rate contribution: not applicable*



ARTICLE I.4 — REPORTING — REQUESTS FOR PAYMENT AND SUPPORTING DOCUMENTS – PAYMENTS AND PAYMENT ARRANGEMENTS

I.4.1 Reporting and reporting periods

- (a) The project reporting schedule is specified in Annex II
- (b) The delay between consecutive reports shall not exceed 18 months: *not applicable*.
- (c) All reports shall contain the necessary information for the Agency to evaluate the state of implementation of the project, the respect of the work plan, the financial status of the project and whether the project's objectives have been achieved or are still achievable.
- (d) The form and contents of the reports shall be in accordance with the guidelines issued by the Agency as specified on the website . <https://ec.europa.eu/easme/en/life> (manage your project)
- (e) All reports shall be simultaneously submitted to the Agency and to the external monitoring team designated by the Agency.

The technical reports, including annexes, shall only be submitted, in electronic format,

The financial reports shall be submitted, in both paper and electronic format.

- (f) Electronic tools, which include spatial data and are produced in the frame of a LIFE project, shall comply with the Commission Regulation (EU) No 1253/2013 of 21 October 2013 amending Regulation (EU) No 1089/2010 implementing Directive 2007/2/EC establishing an Infrastructure for Spatial Information in the European Union (INSPIRE).

I.4.2 Requests for further pre-financing payment[s] and supporting documents

Not applicable

I.4.3 Requests for interim payments and supporting documents

The coordinating beneficiary must submit a request for an interim payment within 90 calendar days following the end of each phase.

This request must be accompanied by the following documents:

- (a) an interim report ('interim technical report'), drawn up in accordance with Annex V, containing:
 - (i) the information needed to justify the eligible costs declared;
 - (ii) information on subcontracting as referred to in Article II.1.1.1(d);
- (b) an interim financial statement ('interim financial statement'). The interim financial statement must include a consolidated statement and a breakdown of the amounts claimed by each beneficiary and its affiliated entities.



The interim financial statement must be drawn up in accordance with the structure of the estimated budget set out in Annex III and in accordance with Annex VI;

- (c) a certificate on the financial statements and underlying accounts ('certificate on the financial statements') for each beneficiary and for each affiliated entity in accordance with the provisions of Article I.4.4.d.

The certificate must certify that the costs declared in the interim financial statement by the beneficiary concerned or its affiliated entities for the categories of costs reimbursed in accordance with Article I.3.2(a)(i) are real, accurately recorded and eligible in accordance with the Agreement.

The coordinating beneficiary must certify that the information provided in the request for interim payment is full, reliable and true.

The coordinating beneficiary must also certify that the costs incurred can be considered eligible in accordance with the Agreement and that the request for payment is substantiated by adequate supporting documents that can be produced in the context of the checks or audits described in Article II.27.]

1.4.4 Request for payment of the balance and supporting documents

The coordinating beneficiary must submit a request for payment of the balance in accordance with the reporting schedule specified in Annex II, but no later than 90 calendar days following the *end date* of the project.

This request must be accompanied by the following documents:

- (a) a final report on implementation of the project ('final technical report'), drawn up in accordance with Annex V, containing:
- (i) the information needed to justify the eligible costs declared or the contribution requested on the basis of unit costs and lump sums (where the grant takes the form of the reimbursement of unit or lump sum costs or of a unit or lump sum contribution, as provided for in Article I.3.2(a)(ii) and (iii), (b) or (c));
 - (ii) information on subcontracting as referred to in Article II.11.1(d);
- (b) a final financial statement ('final financial statement'). The final financial statement must include a consolidated statement and a breakdown of the amounts claimed by each beneficiary and its affiliated entities.

The final financial statement must be drawn up in accordance with the structure of the estimated budget set out in Annex III and in accordance with Annex VI;

- (c) a summary financial statement ('summary financial statement').

This statement must include a consolidated financial statement and a breakdown of the amounts declared or requested by each beneficiary and its affiliated entities, aggregating the financial statements already submitted previously and the revenue



generated by the project referred to in Article II.25.3 for each beneficiary and its affiliated entities other than non-profit organisations.

The summary financial statement must be drawn up in accordance with Annex VI;

- (d) a certificate on the financial statements and underlying accounts ('certificate on the financial statements') for each beneficiary and for each affiliated entity, if:
- (i) the cumulative amount of payments the beneficiary requests as reimbursement of actual costs as referred to in Article I.3.2(a)(i) (and for which no certificate has yet been submitted) is EUR 325,000 or more;
 - (ii) the maximum grant amount indicated for that beneficiary and its affiliated entities in the estimated budget as reimbursement of actual costs is EUR 750,000 or more.

This certificate must be produced by an approved auditor or, in case of public bodies, by a competent and independent public officer and drawn up in accordance with Annex VII.

The certificate must certify that the costs declared in the final financial statement by the beneficiary concerned or its affiliated entities for the categories of costs reimbursed in accordance with Article I.3.2(a)(i) are real, accurately recorded and eligible in accordance with the Agreement.

In addition, the certificate must certify that the revenues generated by the *project* referred to in Article II.25.3 have been declared for the beneficiaries and the affiliated entities other than non-profit organisations.

The coordinating beneficiary must certify that the information provided in the request for payment of the balance is full, reliable and true.

The coordinating beneficiary must also certify that the costs incurred can be considered eligible in accordance with the Agreement and that the request for payment is substantiated by adequate supporting documents that can be produced in the context of the checks or audits described in Article II.27.

In addition, the coordinating beneficiary must certify that all the receipts referred to in Article II.25.3 have been declared for each beneficiary and the affiliated entities other than non-profit organisations.

I.4.5 Information on cumulative expenditure incurred

In case the maximum contribution referred to in Article I.3.1 is more than EUR 5,000,000 then :

In addition to the reporting requirements set out above, the coordinating beneficiary must inform the Agency by 30 November each year about the cumulative expenditure incurred by the beneficiaries from the *starting date*.



This information is required for the Agency's accounting purposes and may not be used for determining the final amount of the grant.

I.4.6 Currency for requests for payment and financial statements and conversion into euro

Requests for payment and financial statements must be drafted in euros.

Beneficiaries and affiliated entities with general accounts in a currency other than the euro must convert costs incurred in another currency into euros at the monthly accounting rate established by the Commission and published on its website (available at http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm) applicable on the day when the cost was incurred, or

at the monthly accounting rate established by the Commission and published on its website (available at http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm) applicable on the first working day of the month following the period covered by the financial statement concerned

Beneficiaries and affiliated entities with general accounts in euros must convert costs incurred in another currency into euros in accordance with their usual accounting practices.

I.4.7 Language of requests for payments, technical reports and financial statements

All requests for payments, technical reports and financial statements must be submitted in English, with the exception of the technical annexes and supporting documents, which may be provided in any official language of the Union.

I.4.8 Payments to be made

The Agency must make the following payments to the coordinating beneficiary:

- a first pre-financing payment;
- interim payment[s], on the basis of the request for interim payment[s] referred to in Article I.4.3;
- one payment of the balance, on the basis of the request for payment of the balance referred to in Article I.4.4.

I.4.9 Pre-financing payment

The aim of the pre-financing is to provide the beneficiaries with a float. The pre-financing remains the property of the Union until it is cleared against interim payments or, if it is not cleared against interim payments, until the payment of the balance.

The Agency must make a first pre-financing payment of EUR 1,952,529.20 to the coordinating beneficiary within 30 calendar days from the entry into force of the Agreement, except if Article II.24.1 applies.



I.4.10 Interim payments

Interim payments reimburse or cover the eligible costs incurred for the implementation of the *project* during the corresponding reporting periods.

The Agency must pay the coordinating beneficiary the amount due as interim payment within 90 calendar days from when the Agency receives the documents referred to in Article I.4.3, except if Article II.24.1 or II.24.2 apply.

Payment is subject to the approval of the request for interim payment and of the accompanying documents. Their approval does not imply recognition of the compliance, authenticity, completeness or correctness of their content.]

The Agency calculates the amount due as interim payment as follows:

Step 1 — It applies the reimbursement rate to the eligible costs and adds the unit, flat-rate and lump sum contributions

Step 2 — It may clear in full or in part the pre-financing

Step 3 — It limits the total amount of pre-financing and interim payments to 80% of the maximum amount of the grant.

I.4.10.1 Step 1 — Applying the reimbursement rate to the eligible costs and adding the unit, flat-rate and lump sum contributions

This step is applied as follows:

- (a) If, in accordance with Article I.3.2(a), the grant takes the form of the reimbursement of eligible costs, the reimbursement rate specified in that Article is applied to the eligible costs of the *project* approved by the Agency for the concerned reporting period and for the corresponding categories of costs, beneficiaries and affiliated entities;
- (b) If, in accordance with Article I.3.2(b), the grant takes the form of a unit contribution, the unit contribution specified in that Article is multiplied by the actual number of units approved by the Agency for the concerned reporting period and for the corresponding beneficiaries and affiliated entities;
- (c) If, in accordance with Article I.3.2(c), the grant takes the form of a lump sum contribution, the Agency applies the lump sum specified in that Article for the corresponding beneficiaries and affiliated entities if it finds that the corresponding tasks or part of the *project* were implemented properly in accordance with Annex I during the concerned reporting period;
- (d) If, in accordance with Article I.3.2(d), the grant takes the form of a flat-rate contribution, the flat rate referred to in that Article is applied to the eligible costs or to the contribution approved by the Agency for the concerned reporting period and for the corresponding beneficiaries and affiliated entities.

If Article I.3.2 provides for a combination of different forms of grant, the amounts obtained must be added.

I.4.10.2 Step 2 — Clearing the pre-financing



The amount of pre-financing to be cleared must be deducted from the amount obtained following Step 1.

I.4.10.3 Step 3 — Limiting the amount of pre-financing and interim payments to 80 % of the maximum amount specified in Article I.3.1

I.4.11 Payment of the balance

The payment of the balance reimburses or covers the remaining part of the eligible costs incurred by the beneficiaries for the implementation of the *project*.

If the total amount of earlier payments is greater than the final amount of the grant determined in accordance with Article II.25, the payment of the balance takes the form of a recovery as provided for by Article II.26.

If the total amount of earlier payments is lower than the final amount of the grant determined in accordance with Article II.25, the Agency must pay the balance within 90 calendar days from when it receives the documents referred to in Article I.4.4, except if Article II.24.1 or II.24.2 apply.

Payment is subject to the approval of the request for payment of the balance and of the accompanying documents. Their approval does not imply recognition of the compliance, authenticity, completeness or correctness of their content.

The Agency determines the amount due as the balance by deducting the total amount of pre-financing and interim payments (if any) already made from the final amount of the grant determined in accordance with Article II.25.

The amount to be paid may, however, be offset, without the beneficiary's consent, against any other amount owed by the beneficiary to the Agency, the Commission or to an executive agency (under the EU or Euratom budget), up to the maximum contribution indicated for that beneficiary, in the estimated budget in Annex III.

I.4.12 Notification of amounts due

The Agency must send a *notification* to the coordinating beneficiary:

- (a) informing it of the amount due; and
- (b) specifying whether the notification concerns a further pre-financing payment, an interim payment or the payment of the balance.

For the payment of the balance, the Agency must also specify the final amount of the grant determined in accordance with Article II.25.

I.4.13 Interest on late payment

If the Agency does not pay within the time limits for payment, the beneficiaries are entitled to late-payment interest at the rate applied by the European Central Bank for its main refinancing operations in euros ('the reference rate'), plus three and a half points. The reference rate is the rate in force on the first day of the month in which the time limit for payment expires, as published in the C series of the *Official Journal of the European Union*.



Late-payment interest is not due if all beneficiaries are Member States of the Union (including regional and local government authorities and other public bodies acting in the name of and on behalf of the Member State for the purpose of the Agreement).

If the Agency suspends the time limit for payment as provided for in Article II.24.2 or if it suspends an actual payments as provided for in Article II.24.1, these actions may not be considered as cases of late payment.

Late-payment interest covers the period running from the day following the due date for payment, up to and including the date of actual payment as established in Article I.4.15. The Agency does not consider payable interest when determining the final amount of grant within the meaning of Article II.25.

As an exception to the first subparagraph, if the calculated interest is lower than or equal to EUR 200, it must be paid to the coordinating beneficiary only if the coordinating beneficiary requests it within two months of receiving late payment.

I.4.14 Currency for payments

The Agency must make payments in euros.

I.4.15 Date of payment

Payments by the Agency are considered to have been carried out on the date when they are debited to its account.

I.4.16 Costs of payment transfers

Costs of the payment transfers are borne as follows:

- (a) the Agency bears the costs of transfer charged by its bank;
- (b) the beneficiary bears the costs of transfer charged by its bank;
- (c) the party causing a repetition of a transfer bears all costs of repeated transfers.

I.4.17 Payments to the coordinating beneficiary

The Agency must make payments to the coordinating beneficiary.

Payments to the coordinating beneficiary discharge the Agency from its payment obligation.

ARTICLE I.5 — BANK ACCOUNT FOR PAYMENTS

All payments must be made to the coordinating beneficiary's bank account as indicated below:

Name of bank: Bank Nederlandse Gemeenten

Precise denomination of the account holder: Provincie Zuid-Holland



Full account number (including bank codes): NL61 BNGH 0285 0105 73

IBAN code: NL61 BNGH 0285 0105 73

ARTICLE I.6 — DATA CONTROLLER, COMMUNICATION DETAILS OF THE PARTIES

I.6.1 Data controller

The entity acting as a data controller as provided for in Article II.7 is: the head of Unit B.3 LIFE and CIP Eco-Innovation.

I.6.2 Communication details of the Agency

Any communication addressed to the Agency shall bear the identification number and project title and must be sent to the following address:

Ordinary or registered mail by postal service :

*European Commission
EASME
Unit B.3 LIFE and CIP Eco-Innovation
B-1049 Brussels*

Express delivery service or hand-delivery against signature :

*European Commission
EASME
Unit B.3 LIFE and CIP Eco-Innovation
Mail Service
Avenue du Bourget 1
B-1140 Brussels*

E-mails:

E-mail address : EASME-LIFE-ENQUIRIES@ec.europa.eu

I.6.3 Communication details of the beneficiaries

Any communication from the Agency to the beneficiaries must be sent to the following address:

Programme Manager Biodiversity

Provincie Zuid-Holland

Provinciehuis Zuid-Holland, Zuid-Hollandplein 1, 2509 LP The Hague, The Netherlands

Email address: @pzh.nl



1.6.4 Communication details of the beneficiaries after payment of the balance

After the payment of the balance, any communication addressed to the beneficiaries must be sent to their legal address.

ARTICLE I.7 — ENTITIES AFFILIATED TO THE BENEFICIARIES

Not Applicable

ARTICLE I.8 — BENEFICIARIES WHICH ARE INTERNATIONAL ORGANISATIONS

Not Applicable

ARTICLE I.9 — CHECKS AND AUDITS

By derogation of Article II.27.3 of the general conditions, notwithstanding whether the checks, audits or evaluations are initiated before or after the payment of the balance, the coordinating beneficiary may be required to collect the information concerning the associated beneficiaries and to make them available to the Agency or other outside body authorised by it

When requested by the Agency or other outside body authorised by it, the coordinating beneficiary shall provide without delay the information mentioned above, which includes that of the concerned associated beneficiaries. In this case, the coordinating beneficiary shall bear responsibility for obtaining and verifying this information before passing it on to the Agency, as foreseen in Article II.2.3(b)(ii).

In this case, the contradictory audit procedure foreseen in Article II.27.5 shall be conducted with the coordinating beneficiary, who will be requested to submit the observations of the associated beneficiaries concerned by the check, audit or evaluation.

This is without prejudice to the right of the Agency or other outside body authorised by it to perform audits either on one or several associated beneficiaries. In this case the associated beneficiaries shall provide the information directly.

ARTICLE I.10 — SETTLEMENT OF DISPUTES WITH NON-EU BENEFICIARIES²

Not Applicable

ARTICLE I.11 — SPECIAL PROVISIONS ON THE FINANCIAL RESPONSIBILITY FOR RECOVERIES

The financial responsibility of each beneficiary is limited to its own debt, including any amount unduly paid by the Agency as a contribution towards the costs incurred by its affiliated entities.

² This provision should be added where one or more beneficiaries are established outside the European Union.



Point (c) of the third paragraph of Article II.26.3 does not apply.

ARTICLE I.12 — OBLIGATION TO CONCLUDE AN INTERNAL COOPERATION AGREEMENT

The beneficiaries must conclude an internal cooperation agreement including provisions on the management, operation and coordination of the beneficiaries and the implementation of the project.

ARTICLE I.13 — ELIGIBILITY OF DURABLE GOODS COSTS

As an exception to Article II.19.2(c), the full cost of purchase of equipment is eligible, subject to the following conditions:

(a) For *LIFE Integrated projects*, the purchase costs incurred for durable goods by *public authorities or non-profit organisations* (also referred to as non-governmental / non-commercial organisations), intrinsically connected with the implementation of the project and used to a significant degree within its duration shall be considered eligible in full. Such eligibility shall be subject to the coordinating beneficiary and associated beneficiaries undertaking to continue to assign these goods definitively and exclusively to activities implementing the targeted plan beyond the end of the integrated project co-financed under LIFE.

(b) For *prototypes* 100% of the purchase costs of their components are eligible for co-funding. A *prototype* may not be used for commercial purposes during the period set out in Article I.2.2. Should the prototype or any of its components be used for commercial purposes (i.e. sold, leased, rented or used to produce goods or services) during the project, this shall be declared. The costs of creating the prototype shall then be depreciated in accordance with the rules applicable to the purchase of new or second-hand equipment and infrastructure. Any related income should be declared.

ARTICLE I.14 — ADDITIONAL PROVISIONS ON USE OF THE RESULTS INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

In accordance with Article II.9.3, whereby the Union acquires rights to use the results of the project, these results may be exploited using any of the following modes:

(a) distribution to the public in hard copies, in electronic or digital format, on the internet including social networks as a downloadable or non-downloadable file;

(b) communication through press information services;

(c) inclusion in widely accessible databases or indexes, such as via 'open access' or 'open data' portals, or similar repositories, whether freely accessible or accessible only upon subscription;

(d) edit or re-write in another way the results of the project, including shortening, summarising, modifying the content, correcting technical errors in the content insert other as appropriate;



(e) cut, insert meta-data, legends or other graphic, visual, audio or word elements insert other as appropriate in the results of the project;

(f) extract a part (e.g. audio or video files) of, divide into parts or compile the results of the project;

(g) prepare derivative works of the results of the project;

(h) translate, insert subtitles in, dub the results of the project in:

- all official languages of EU

(i) license or sub-license to third parties, including if there are licensed pre-existing rights, any of the rights or modes of exploitation set out in points (a)-(i) of Article II.9.3 of the General Conditions and in points (a) to (h) above.

The beneficiaries must ensure that the Union has the rights of use specified in the General Conditions and in points (a)-(i) above for the whole duration of the industrial or intellectual property rights concerned.



SIGNATURES

For the coordinating beneficiary

For the Agency

Gedeputeerde, Berend Potjer

Head of Unit,

[signature]

Done at The Hague, *[date]*

[signature]

Done at Brussels, *[date]*

In duplicate in English