

**Partnership Agreement**  
**Concerning the LIFE project**  
**DERRIS – LIFE14 CCA/IT/000650**

The Coordinating Beneficiary  
*Unipol Gruppo Finanziario S.p.A.*  
Via Stalingrado 45, 40128 Bologna (BO)  
represented by  
*Carlo Cimbri*  
*CEO*

AND

The Associated Beneficiary  
*Città di Torino*  
*Piazza Palazzo di Città 1*  
*10122, Torino, Italy*  
represented by  
*Enrico Bayma*  
*Area Ambiente Director*

(the Coordinating Beneficiary and the Associated Beneficiary, hereinafter, together, the “Parties”)

HAVE AGREED

## **1. Subject**

This Partnership Agreement is concluded in relation to the LIFE project DERRIS – DisastEr Risk Reduction InSurance, as described in the Grant Agreement n° LIFE14 CCA/IT/000650 (hereinafter, “Grant Agreement”), signed on 15<sup>th</sup> July 2015, including any change to it approved by the EU Commission, all annexed hereto.

The Grant Agreement (and any amendment thereto) signed by the Coordinating Beneficiary - in the name and on behalf of the Associated Beneficiary by virtue of the mandate (hereinafter, the “Mandate”) and the European Union represented by the Executive Agency for Small and Medium-sized Enterprises and acting under the powers delegated by the European Commission (hereinafter referred to as “European Commission”, which includes the Special Conditions, the General Conditions in Annex I of the Grant Agreement (hereinafter, "Special Conditions and General Conditions"), the full project proposal and the other annexes, forms an integral part of this Partnership Agreement. Unless explicitly stated otherwise, all parts of the Special Conditions and of the General Conditions are relevant for and apply to the Parties.

The provisions of the Grant Agreement, including the Mandate (i) in which the Associated Beneficiary gives the Coordinating Beneficiary the mandate to act on its behalf towards the European Commission and (ii) with which the Associated Beneficiary accepts all terms and conditions of the Grant Agreement along with the Special Conditions and the General Conditions, shall take precedence over any other agreement between the Parties that may have an effect on the implementation of the above-mentioned Grant Agreement between the Coordinating Beneficiary and the European Commission.

For the sake of clarity, in accordance with the provisions set forth in the Grant Agreement, the terms set out in the Special Conditions shall take precedence over those set out in the Annexes of the Grant Agreement, including the General Conditions.

As a consequence of the aforesaid, according to the provisions set out under the Special Conditions, each Party as Associated Beneficiary accepts the grant awarded by the European Commission and agrees to implement the project acting on its own responsibility. Therefore, by way of specific amendment to the General Conditions, the Parties agree that neither joint nor several liability shall be undertaken by any Associated Beneficiary for carrying out the project.

Unless otherwise stated and/or amended here below, general obligations and role of the Coordinating Beneficiary and the Associated Beneficiary as set out under the Grant Agreement, Special Conditions and General Conditions are incorporated by reference to the present Partnership Agreement.

Capitalized terms not defined herein shall have the meaning ascribed to them in the Grant Agreement - including its Annexes - in the Special Conditions and General Conditions.

## **2. Duration**

This Partnership Agreement enters into force when the last of the two Parties 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 II.1.3 of the General Conditions sets out the role and general obligations of the Coordinating Beneficiary. The modalities for implementing this article are:

- the Coordinating Beneficiary shall provide the Associated Beneficiary with copies of technical and financial reports submitted to the European Commission as well as the European Commission's reactions to these documents. The Coordinating Beneficiary shall regularly inform the Associated Beneficiary about communication with the European Commission concerning the project.
- In exercising the mandate given by the Associated Beneficiary to act on its behalf, the Coordinating Beneficiary will take into due consideration the interests and concerns of the Associated Beneficiary, whom the Coordinating Beneficiary will consult whenever appropriate and especially prior to requesting any modification of the Grant Agreement.
- By virtue of the mandate signed, the Coordinating Beneficiary alone is entitled to receive funds from the Commission and distribute the amounts corresponding to the Associated Beneficiaries' participation in the project as specified in the Article 9 "Payment terms".

- The Coordinating Beneficiary accepts all the provisions of the Grant Agreement with the Commission and the general obligations and role indicated in Article II.1.3 of the General Conditions.
- The Coordinating Beneficiary must contribute financially to the project, with a financial contribution of € 133,688.00 and shall benefit from the financial contribution from the Commission of € 200,532.00 (60% of total eligible costs), as indicated in the Grant Agreement – Annex III Estimated budget of the project F-Forms, in the conditions stipulated in the Grant Agreement.
- The Coordinating Beneficiary shall be the single point of contact for the Commission and shall be the only participant to report directly to the Commission on the technical and financial progress of the project. The coordinating beneficiary shall therefore provide to the Commission all the necessary reports, in accordance with Article II.23 of the General Conditions.
- The Coordinating Beneficiary is responsible of the project's action:
  - Action A1 – District analysis
  - Action C4 – Implementation of financial instruments for adaptation
  - Action E2 – DERRIS WEB platform
  - Action E4 – Communication and dissemination tools
  - Action F1 – Project Management and Monitoring
  - Action F2 – After-LIFE Plan
  - Action F3 – Indicator tables reporting
- In addition, the Coordinating Beneficiary will contribute to the realization of the other actions and sub-actions, as much as possible. In particular:
  - Action A2 – CRAM Tool setting up
  - Action C1 – Technical know-how transfer
  - Action C2 – CAAPs implementation in Torino District
  - Action C3 – IDAP implementation in Torino
  - Action D1 – Monitoring of project impacts
  - Action D2 – Evaluation and transferability of the project
  - Action E1 – Communication and Dissemination Plan
  - Action E3 – DERRIS Adaptation Community
  - Action E5 – Storytelling and dissemination
  - Action F4 – Networking with other LIFE and/or non-LIFE projects

#### **4. Role and obligations of the Associated Beneficiary**

Article II.1.2 of the General Conditions sets out the role and general obligations of the Associated Beneficiary. The modalities for implementing this article are:

- The Associated Beneficiary, through the Mandate, grants power of attorney to the Coordinating Beneficiary, to act in his name and for his account in signing and complying with the Grant Agreement and its possible subsequent amendments with the Commission.
- The Associated Beneficiary accepts all the conditions of the Grant Agreement with the Commission. In particular, he acknowledges that, by virtue of the Mandate signed, the Coordinating Beneficiary alone is entitled to receive funds from the Commission and distribute the amounts corresponding to the Associated Beneficiary's participation in the action in accordance with the terms and limits set out in the Grant Agreement.
- The Associated Beneficiary shall not report directly to the Commission on the technical and financial progress unless explicitly requested to do so by the Commission.
- The Associated Beneficiary (i) ensures and warrants that it has, and its affiliated have, all the rights to use any pre-existing industrial and intellectual property rights, (ii) grants the European Commission - through the Coordinating Beneficiary - the right to use and make available the results of the project (including industrial and intellectual property rights, documents, patents, know-how as well as reports and other documents relating to it (the "**IP Rights**")) and (iii) indemnifies the Coordinating Beneficiary and holds it harmless against any cost, expense, loss or liability (including legal costs and expenses incurred for preparing or defending in any such claim) incurred by or awarded against the Coordinating Beneficiary in each case arising directly out of or in connection with any action, claim, investigation or proceeding in connection with the use of the IP Rights.
- In accordance with the provisions set forth in Article II.9 of the General Conditions, the Associated Beneficiary shall ensure that any procurement contract contains provisions stipulating that the contractor has no rights vis-à-vis the Coordinating Beneficiary and/or the European Commission under the Grant Agreement. To the aforesaid extent, the Associated Beneficiary undertakes to indemnify the Coordinating Beneficiary and/or the European Commission and hold them harmless against any cost, expense, loss or liability (including legal costs and expenses incurred for preparing or defending in any such claim) incurred by or awarded against the Coordinating Beneficiary and/or the European Commission in each case arising directly out of or in connection with any action, claim, investigation or proceeding in connection with the procurement contracts.
- The Associated Beneficiary shall do everything in his power to help the Coordinating Beneficiary fulfil the Coordinating Beneficiary's obligations under the Grant Agreement. In particular, the Associated Beneficiary hereby shall provide to the Coordinating Beneficiary whatever documents or information (technical and financial) may be required, as soon as possible after receiving the request from the Coordinating Beneficiary.
- The Associated Beneficiary must contribute financially to the project, with a the financial contribution of € 101,162.00 and shall benefit from the financial contribution from the Commission of € 151,745.00 (60% of total eligible costs), as indicated in the Grant Agreement – Annex III Estimated budget of the project F-Forms, in the conditions stipulated in the Grant Agreement.
- The Associated Beneficiary undertakes to render immediately available to the Coordinating Beneficiary any amount that should be recovered by the European Commission pursuant to Article II.26 of the General Conditions.
- The Associated Beneficiary shall communicate to the Coordinating Beneficiary its bank data, in order to allow the transfer of the LIFE grants to it, according to the timing of receipt of the related funds from the European Commission to the Coordinating Beneficiary.

- The Associated Beneficiary is responsible of the following project's actions:

- Action C2 – CAAPs implementation in Torino District
- Action C3 – IDAP implementation in Torino

For these actions, the Associated Beneficiary will have the task to deliver to the Coordinating Beneficiary all the deliverables and outputs foreseen in the Application Form respecting the related deadlines.

In addition, the Associated Beneficiary, acting on its own responsibility, will contribute to the realization of all the actions set forth in the Grant Agreement in order to implement the project. In particular:

- Action A1 – District analysis
- Action A2 – CRAM Tool setting up
- Action C1 – Technical know-how transfer
- Action C4 – Implementation of financial instruments for adaptation
- Action D1 – Monitoring of project impacts
- Action D2 – Evaluation and transferability of the project
- Action E1 – Communication and Dissemination Plan
- Action E2 – DERRIS WEB platform
- Action E3 – DERRIS Adaptation Community
- Action E4 – Communication and dissemination tools
- Action E5 – Storytelling and dissemination
- Action F1 – Project Management and Monitoring
- Action F2 – After-LIFE Plan
- Action F3 – Indicator tables reporting
- Action F4 – Networking with other LIFE and/or non-LIFE projects

## **5. Common obligations for the Parties**

Except for the provisions relating to joint and several responsibility for carrying out the project which have to be deemed specifically amended hereby pursuant to Article I.1 of the Special Conditions and Article 1 of the Partnership Agreement, Article II.1.1 of the General Conditions sets out common obligations for both the Parties. The modalities for implementing this article are:

- The Parties shall maintain up-to-date books of account, in accordance with the normal accounting conventions imposed on them by law and existing regulations. For the sake of traceability of expenditure and income, an analytical accounting system (cost centre accounting) shall be put in place. The Parties shall retain, throughout the project and for at least five years after the final payment, all appropriate supporting documentation for all expenditure, income and revenue for the project as

reported to the Commission, such as tender documents, invoices, purchase orders, proof of payments, salary slips, time sheets and any other documents used for the calculation and presentation of costs. This documentation shall be clear, precise and effective and shall be submitted to the Commission when requested. The Coordinating Beneficiary shall retain copies of all supporting documents of the Associated Beneficiary.

- The Parties shall ensure that all invoices include a clear reference to the project (LIFE14 CCA/IT/000650 DERRIS), linking them to the analytical accounting system.

- The Parties shall ensure that the Community support is publicized, according to the LIFE General Conditions.

- The Parties shall share freely the know-how necessary for implementation of the project, in accordance with the provisions set out in the General Conditions.

- The Coordinating Beneficiary shall not act, in the context of the project, as sub-contractor or supplier to the Associated Beneficiary. The Associated Beneficiary shall not act, in the context of the project, as sub-contractor or supplier to the Coordinating Beneficiary or other Associated Beneficiaries.

- The Associated Beneficiary shall provide any relevant information to the Coordinating Beneficiary in due time before the submission of reports to the Commission and be available with additional information, as indicated in Articles 6 and 7 of this Partnership Agreement. In particular, the Associated Beneficiary will provide to the Coordinating Beneficiary, every three month, electronic copies of the technical activity report and all the related information about the progress of its activities and copies of the financial report and all the supporting (accounting) documentation

- The Coordinating Beneficiary will appoint a Project Manager (PM), which will be assisted in his tasks by a Project Management Staff which will be set up at the beginning of the project, to take care of management and financial issues.

- A Steering Committee (SC) will be formed. It has the overall responsibility for delivering the objectives and benefits of the project. The SC includes a representative indicated by each partner who has been given formally the right to take decisions and vote. The SC guarantees the technical direction of the project and its conformity with the partners' objectives, the SC will also address, if necessary, the resolution of conflicts. The SC comprises also the Project Coordinator who will:

- co-ordinate the work carried out, keeping strictly to the predefined timetable;
- be responsible for the efficient administration of the project;
- collect, monitor and integrate all the financial and administrative data from the partners, and prepare them for submission to the Commission;
- be the contact person for the project with the Commission;
- decide on actions and activities commencement and use of the project's resources;
- control and review the financial and technical progress;
- verify the correct development of the project plan and adopt appropriate actions to correct deviations from the schedule;
- decide on proposed modifications to the actions and activities in accordance with discussion with the Commission;
- promote and stimulate the establishment of contacts with other projects;
- promote and approve the attendance and the presentation of papers, at conferences and symposia.

- The Parties will define the members of the Steering Committee and Technical Working Group and commit themselves to participate in all internal meetings and public events provided by the Application Form and necessary during the implementation of the project.

## **6. Technical activity reports**

The coordinating beneficiary must regularly inform the Commission on the progress and on the achievements of the LIFE project through the submission of the Technical activity reports.

The reporting schedule for the project is as follows:

- Progress report, to be delivered within nine months of the project start (deadline: 31 May 2016);
- Mid-term report, to be delivered, together with the request for mid-term pre-financing (deadline: 28 February 2017);
- Progress report, to be delivered in order to ensure that at least one report is received every 18 months (deadline: 31 January 2018);
- Final report, to be delivered within three months of the project end (deadline: 30 December 2018).

The Associated Beneficiary shall provide any relevant information to the Coordinating Beneficiary in due time before the submission of reports to the European Commission and be available with additional information, should the European Commission so request, by the date specified by the Commission or by a representative of it; if the deadline was not indicated or the request came from the beneficiary within 10 days of the request, by fax and/or e-mail.

In particular, the Associated Beneficiary shall provide to the Coordinating Beneficiary, every month, the electronic copy of a synthetic technical report with the related information about the progress of its activities, as well as any other information, related to outputs, deliverables, evidence of the dissemination activities realized, that are deemed as necessary for the best possible reporting activity to the European Commission.

As for the final technical and financial report, the Associated Beneficiary shall provide to the Coordinating Beneficiary its own final report, duly dated, stamped and signed by a legal representative, within 30 days from the end of the project.

## **7. Financial reporting**

The Associated Beneficiary is obliged to report costs as specified in the General Conditions and the Grant Agreement.

Regarding the final statement of expenditure and income, the Associated Beneficiary shall provide the Coordinating Beneficiary with a dated and signed "Participant cost statement summary" within 30 days from the end of the project, at least 60 days before the deadline for submission to the European Commission of the Final report.

The deadline for the Associated Beneficiary to provide the Coordinating Beneficiary with the mid-term financial statement is 60 days before the deadline for submission to the European Commission of the Mid-term report.

The procedure to collect the data and to channel them through the Coordinating Beneficiary regularly is:

- The Coordinating Beneficiary accepts the task of report to the Commission the cost of the project, certified by an external auditor, and to provide the Commission with a mid-term and the final statement of expenditure and income.
- The Associated Beneficiary will send to the Coordinating Beneficiary every three months (by the end of next month), electronic copies of the financial reports properly compiled in accordance with the format that will be provided by Coordinating Beneficiary. Every six months, the Associated Beneficiary will send also paper copies of all financial documents in support of reporting project's costs and expenditures.
- The Associated Beneficiary is obliged to report costs as specified in the General Conditions and the Grant Agreement.

## **8. Estimated eligible costs and Associated Beneficiary's financial contribution to the project**

In accordance with the "declaration and mandate of the associated Beneficiary", the Associated Beneficiary will implement actions with an estimated total cost of € 252,907.00.

The Associated Beneficiary will contribute € 101,162.00 to the project of own financial resources.

On the basis of the above amounts, the Associated Beneficiary will receive from the Coordinating Beneficiary a maximum amount of € 151,745.00 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 European Commission assessment of the final statement of expenditure and income and more precisely on the accepted eligible costs of the project.

## **9. Payment terms**

Terms and conditions set forth under Article II.24 of the General Conditions shall apply to this Partnership Agreement.

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:

Bank account to Comune di Torino – Area Ambiente

IBAN code: IT 56 T 02008 01033 000110050089

The payment scheme between the Parties will follow the payments made by the European Commission to the Coordinating Beneficiary: as indicated in the Article II.1.3 of the General Conditions, the Coordinating Beneficiary ensures that all the appropriate payments are made to the other beneficiaries



within 30 days of the receipt of the funds paid by the Commission unless there is a justified delay. The Coordinating beneficiary shall inform the Commission of the distribution of the Union contribution.

The Parties agree that all payments are considered as pre-financing payments until the European Commission has approved the final technical and financial reports and has transferred the final payment to the Coordinating Beneficiary.

The Coordinating Beneficiary shall transfer the share of the final payment to the Associated Beneficiary after the European Commission has made the final payment.

The Coordinating Beneficiary may recover any amounts which have been unduly paid to the Associated Beneficiary, including unduly paid amounts identified as such during an ex-post audit by the European Commission.

## **10. Termination of Partnership Agreement**

In accordance with Article II.16 of the General Conditions, in duly justified cases, the Coordinating Beneficiary, on behalf of all beneficiaries, may terminate the Agreement by formally notifying the European Commission thereof, stating clearly the reasons and specifying the date on which the termination shall take effect. The notification shall be sent before the termination is due to take effect. the Commission may terminate the Grant Agreement, without any indemnity on its part.

In duly justified cases, the participation of any one or several beneficiaries in the Agreement may be terminated by the Coordinating Beneficiary, acting on request of that beneficiary or those beneficiaries, or on behalf of all the other beneficiaries. When notifying such termination to the European Commission, the Coordinating Beneficiary shall include the reasons for the termination of the participation, the opinion of the beneficiary or beneficiaries the participation of which is terminated, the date on which the termination shall take effect and the proposal of the remaining beneficiaries relating to the reallocation of the tasks of that beneficiary or those beneficiaries or, where relevant, to the nomination of one or more replacements which shall succeed that beneficiary or those beneficiaries in all their rights and obligations under the Agreement. The notification shall be sent before the termination is due to take effect.

The European Commission may decide to terminate the Agreement or the participation of any one or several beneficiaries participating in the project, in the circumstances indicated in the Article II.16.3.1 of the General Conditions.

Where the Agreement is terminated, payments by the European Commission shall be limited to the amount determined in accordance with Article II.25 on the basis of the eligible costs incurred by the beneficiaries and the actual level of implementation of the project on the date when the termination takes effect. Costs relating to current commitments, which are not due for execution until after the termination, shall not be taken into account.

Where the participation of the Associated Beneficiary is terminated, the Associated Beneficiary shall submit to the Coordinating Beneficiary a technical report and a financial statement covering the period from the end of the last reporting period according to Article I.4 for which a report has been submitted to the European Commission to the date on which the termination takes effect. The technical report and the financial statement shall be submitted in due time to allow the Coordinating Beneficiary to draw up the corresponding payment request. Only those costs incurred by the Associated Beneficiary concerned up to the date when termination of its participation takes effect shall be reimbursed or covered by the grant. Costs relating to current commitments, which were not due for execution until after the termination, shall not be taken into account. The request for payment for the Associated Beneficiary

concerned shall be included in the next payment request submitted by the Coordinating Beneficiary in accordance with the schedule laid down in Article I.4.

## **11. Checks, audit and evaluations**

In accordance with Article II.27 of the General Conditions, the Coordinating Beneficiary and the Associated Beneficiaries undertake to allow Commission staff and persons authorized by the Commission appropriate access to their sites or premises where the project is being carried out and to all documents relating to the technical and financial management of the operation. Checks, audits or evaluations made by the European Commission may be carried out either directly by its own staff or by any other outside body authorized to do so on its behalf.

The Coordinating Beneficiary and the Associated Beneficiaries shall provide appropriate assistance to the Commission or its authorized representatives.

Access by persons authorized by the Commission may be subject to confidentiality arrangements to be agreed between the Commission and the coordinating beneficiary.

Information and documents provided in the framework of checks or audits shall be treated on a confidential basis.

Such checks, audits or evaluations may be initiated during the implementation of the Agreement and for a period of five years starting from the date of payment of the balance.

## **12. Confidentiality**

In accordance with the provision set forth in Article II.5 of the General Conditions, the Parties undertake to preserve the confidentiality of any document, information or other material communicated to them in confidence, disclosure of which could harm another party and which is explicitly indicated in writing as confidential. The Parties shall remain bound by this obligation beyond the closing date of the project and for a period of five years starting from the payment of the balance within the limits set forth under Article II.5.3 of the General Conditions. The personal data included in the project will be placed on an electronic management tool, which is made available to the European Commission, to other Union institutions and to an external monitoring team, which are bound by a confidentiality agreement. This management tool is used exclusively to manage LIFE projects.

## **13. Conflict of interest**

The Parties undertake to take all the necessary measures to prevent any risk of conflicts of interest which could affect the impartial and objective performance of the Grant Agreement. Such conflicts of interest could arise, in particular, as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

Any situation constituting or likely to lead to a conflict of interest during the performance of the Grant Agreement must be brought to the attention of the Commission, in writing, without delay. The Parties shall, without delay, take whatever steps are necessary to rectify this situation. The Commission

reserves the right to check that the measures taken are appropriate and may itself take further action if this is deemed necessary.

In case of disputes between the Parties, the Parties accept to submit such dispute to the attention of the project Steering Committee, with the aim to solve it in a joint way.

#### 14. Jurisdiction clause

Failing amicable settlement, the Court of Bologna shall have sole competence to rule on any dispute between the contracting parties in respect of this Partnership Agreement.

The law applicable to this agreement shall be the law of Italy and the language used in case of a dispute settlement will be Italian.

Done at Bologna (Italy),

Date: 11 novembre 2015

For the Coordinating Beneficiary

*Unipol Gruppo Finanziario S.p.A.*

*Carlo Cimbri*

*CEO*



For the Associated Beneficiary

*Città di Torino*

*Enrico Bayma*

*Area Ambiente Director*



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#### ANNEXES:

- The LIFE Grant Agreement signed between the European Commission and the coordinating beneficiary, including all annexes thereto.
- The revised project proposal (Application Form approved by the European Commission).

