

EUROPEAN COMMISSION DG ENVIRONMENT

GRANT AGREEMENT INTEGRATED PROJECT



LIFE14 IPE FI 023 Towards integrated management of freshwater Natura 2000 sites and habitats



EUROPEAN COMMISSION

DIRECTORATE-GENERAL
ENVIRONMENT
Directorate E – Global & Regional Challenges, LIFE
ENV.E.3 – LIFE Nature



GRANT AGREEMENT FOR INTEGRATED PROJECTS¹

PROJECT NUMBER – LIFE14 IPE FI 023

Towards integrated management of freshwater Natura 2000 sites and habitats

The European Union (hereinafter referred to as "the Union"), represented by the European Commission ("the Commission") also referred to as "Contracting Authority", itself represented for the purposes of signature of this agreement by Ms. Anne BURRILL, Acting Head of Unit, DG Environment,

on the one part,

and

Metsähallitus Vernissakatu 4 01301 Vantaa Finland

hereinafter referred to as "the coordinating beneficiary", represented for the purposes of signature of this Agreement by Mr. Rauno VÄISÄNEN, Director,

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 of 19 March 2014 on the adoption of the LIFE multiannual work programme for 2014-17, OJ L116 of 17/04/2014, p. 1.

and the following other associated beneficiaries:

- Suomen ympäristökeskus, established in Finland,
- Luonnonvarakeskus, established in Finland,
- Suomen metsäkeskus, established in Finland,
- Geological Survey of Finland, established in Finland,
- Maailman Luonnon Säätiö World Wide Fund for Nature, Suomen rahasto, established in Finland,
- Finnish Association for Nature Conservation, established in Finland,
- Finnish Society for Nature and Environment (Natur och Miljö), established in Finland,
- DocArt Ky, established in Finland,
- University of Oulu, established in Finland,
- Centre for Economic Development, Transport and the Environment for Southwest Finland, established in Finland,
- Länsi-Uudenmaan vesi ja Ympäristö ry, established in Finland,
- Raseborgs stad, established in Finland,
- University of Jyväskylä, established in Finland,
- Vanajavesi Foundation, established in Finland,
- University of Helsinki, Lammi Biological Station, established in Finland,
- Etelä-Hämeen luonnonsuojelupiiri ry, established in Finland,
- Centre for Economic Development, Transport and the Environment in Etelä-Pohjanmaa, established in Finland.
- Suomen luonnonsuojeluliiton Pohjanmaan piiri ry, established in Finland,
- Centre for Economic Development, Transport and the Environment for Central Finland, established in Finland,
- JAMK University of Applied Sciences, established in Finland,
- Vattenfall Oy, established in Finland,
- Suomen luonnonsuojeluliiton Keski-Suomen piiri ry, established in Finland,
- Saarijärven kaupunki, established in Finland,
- - Centre for Economic Development, Transport and the Environment, South Savo, established in Finland,
- Pro Puruvesi ry, established in Finland,

- Centre for Economic Development, Transport and the Environment in North Savo, established in Finland,
- Centre for Economic Development, Transport and the Environment, North Karelia, established in Finland,
- Centre for Economic Development, Transport and the Environment for Lapland, established in Finland,
- Ministry of the Environment, established in Finland,

duly represented by the coordinating beneficiary or by virtue of the mandates included in Annex II forms A4 for the signature of this Agreement,

hereinafter referred to collectively as "the beneficiaries", and individually as "beneficiary" for the purposes of this Agreement where a provision applies without distinction between the coordinating or associated beneficiaries,

on the other part,

HAVE AGREED

to the Special Conditions (hereinafter referred to as "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: description of the project, F-Forms

- Annex IV Mandates provided to the coordinating beneficiary by the other beneficiaries:
 Annex II, Forms A4
- Annex V Model technical report: The applicable model technical reports are to be found on the website http://ec.europa.eu/environment/life/toolkit/pmtools/index.htm
- Annex VI Model financial statement: The applicable model financial reports are to be found on the website http://ec.europa.eu/environment/life/toolkit/pmtools/index.htm
- Annex VII Model terms of reference for the certificate on the financial statements; to be found on the website http://ec.europa.eu/environment/life/toolkit/pmtools/index.htm
- Annex VIII Model terms of reference for the operational verification report: not applicable
- Annex IX Model terms of reference for the certificate on the compliance of the cost accounting practices: not applicable

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

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

which form an integral part of this Agreement, hereinafter referred to as "the Agreement".

The terms set out in the Special Conditions shall take precedence over those set out in the Annexes.

The terms of Annex I "General Conditions" shall take precedence over the other Annexes.

SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT MATTER OF THE AGREEMENT

The Commission 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 **Towards integrated management of freshwater Natura 2000 sites and habitats** ("the project") as described in Annex II.

With the signature of the Agreement, the beneficiaries accept the grant and agree to implement the project, acting on their own responsibility.

ARTICLE I.2 – ENTRY INTO FORCE OF THE AGREEMENT AND DURATION OF THE PROJECT

- **I.2.1** The Agreement shall enter into force on the date on which the last party signs.
- **I.2.2** The project shall run from 01.01.2016 to 30.09.2022.

ARTICLE I.3 - MAXIMUM AMOUNT AND FORM OF THE GRANT

The grant, also referred to as the Union contribution, shall be of a maximum amount of EUR 11 976 286 and shall take the form of:

- (a) The reimbursement of 60 % of the eligible costs of the project ("reimbursement of eligible costs"), which are estimated at EUR 19 960 476 and which are:
 - (i) actually incurred ("reimbursement of actual costs") for the following categories of costs for each of the beneficiaries: direct personnel costs; travel and subsistence costs; costs for subcontracting (also referred to as "external assistance costs"); cost 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;
 - (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.
 - (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 – ADDITIONAL PROVISIONS ON REPORTING, PAYMENTS AND PAYMENT ARRANGEMENTS

ARTICLE I.5 – ADDITIONAL PROVISIONS ON REPORTING, PAYMENTS AND PAYMENT ARRANGEMENTS

I.4.1 Reporting periods, payments

In addition to the provisions set out in Articles II.23 and II.24, the following payment arrangements shall apply:

Pre-financing payment

- Upon entry into force of the Agreement, a pre-financing payment of EUR 2 395 257,2, i.e. 20% of the Union contribution specified in Article I.3 shall be paid to the coordinating beneficiary.

Interim payments

- At the end of each project phase as specified in Annex II, an interim payment shall be paid to the coordinating beneficiary, subject to the receipt of a certificate on the financial statements and underlying accounts ("certificate on the financial statements") for the project in accordance with Article II.23.2(d).

Each interim payment shall not exceed 20% of the maximum amount specified in Article I.3 and the total amount of pre-financing and interim payments shall not exceed 80 % of the maximum amount specified in Article I.3.

Payment of the balance

- The balance shall be paid to the coordinating beneficiary subject to the receipt of a certificate on the financial statements and underlying accounts ("certificate on the financial statements") for the project in accordance with Article II.23.2(d).

In addition to the reporting requirements set out in Article II.23 the coordinating beneficiary shall inform the Agency/Commission by 30 November each year about the cumulative expenditure incurred by the beneficiaries from the starting date set out in Article I.2.2. This information is required for the Agency/Commission's accounting purposes and may not be used for determining the final Union contribution.

I.4.2 Time limit for payments

The time limit for the Agency/Commission to make the pre-financing payment is 60 days and the payment of the balance is 90 days.

I.4.3 Language of requests for payments, technical reports and financial statements

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

ARTICLE I.6 – BANK ACCOUNT FOR PAYMENTS

All payments shall be made to the coordinator's bank account as indicated below:

Name of bank: Pohjola Pankki Oyj

Address of branch: 1B, Teollisuuskatu PL308, 00013 Pohjola, Finland Precise denomination of the account holder: Metsähallitus, Luontopalvelut Full account number (including bank codes): FI07 5000 0120 2512 92

ARTICLE I.7 - DATA CONTROLLER AND COMMUNICATION DETAILS OF THE PARTIES

I.6.1 Data controller

The entity acting as a data controller according to Article II.6 shall be: Unit ENV.E.3 – LIFE Nature.

I.6.2 Communication details of the Agency/Commission

For projects managed directly by the Commission, any communication addressed to it shall bear the identification number and project title and shall be sent to the following address:

Ordinary or registered mail by postal service:

European Commission DG Environment ENV.E.3 – LIFE Nature B-1049 Brussels

Express delivery service or hand-delivery against signature:

European Commission
DG Environment
Unit ENV.E.3 – LIFE Nature
Mail Service
Rue du Bourget 1
B-1140 Brussels

E-mails:

E-mail address: env-life-nat@ec.europa.eu

I.6.3 Communication details of the coordinating beneficiary

Any communication from the Commission to the beneficiaries shall be sent to the following address:

Metsähallitus Vernissakatu 4 01301 Vantaa Finland

E-mail address: jari.ilmonen@metsa.fi

ARTICLE 1.7 - ENTITIES AFFILIATED TO THE BENEFICIARIES not applicable

ARTICLE 1.8 - BENEFICIARIES WHICH ARE INTERNATIONAL ORGANISATIONS not applicable

Done at Brussels in two copies, on 0 3 DEC. 2015.

For the coordinating beneficiary,

For the Commission,

Rauno VÄISÄNEN

Parmo Vaison

Director

Anne BURRILL
Acting Head of Unit