Partnership Agreement



LIFE D2R_Green-UA

Version 1.0 - 16 May 2025

(Based on LIFE+ Guidelines for Partnership Agreements – version rev. March 2014)

Partnership agreement concerning the LIFE project LIFE24-PRE-FR-LIFE D2R-Green UA – Grant agreement reference n°101215269

The Coordinating Beneficiary

NEOECO DEVELOPPEMENT (NEO ECO)

1 RUE DE LA SOURCE, HALLENNES LEZ HAUBOURDIN 59320, France

represented by

Christophe DEBOFFE

Chairman of NEO SPHERE, itself Chairman of NEOECO DEVELOPPEMENT

AND

The Associated Beneficiary

KNUCA (KYIV NATIONAL UNIVERSITY OF CONSTRUCTION AND ARCHITECTURE KNUCA)

POVITROFLOTSKIY PR 31 000 03680 KYIV UA

represented by

Name	Roles	E-mail
Kovalchuk Oleksandr	Project Legal Signatory, Project Financial Signatory	kovalchuk.oiu@k nuba.edu.ua

HAVE AGREED

1. Subject

This partnership agreement is concluded in relation to the LIFE project LIFE24-PRE-FR-LIFE D2R-GreenUA, as described in Grant Agreement n°101215269, signed on 2025.05.07.

The grant agreement signed by the coordinating beneficiary and the European Commission, which includes special provisions, the Common Provisions, the full project proposal and the other annexes, forms an integral part of this partnership agreement. Unless explicitly stated otherwise, all parts of the Common Provisions 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 beneficiary gives the coordinating beneficiary the mandate to act on its behalf towards the 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 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

The Common Provisions, Article 4, 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 Commission as well as the Commission's reactions to these documents. The coordinating beneficiary shall regularly inform the associated beneficiary about communication with the 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;
- The terms of payment will follow those of the European Commission, i.e. 30% prefinancing, 50% midterm deferral and 20% on submission of the final deliverable and validation by the Commission.

4. Role and obligations of the associated beneficiary

The Common Provisions, Article 5, sets out the role and general obligations of the associated beneficiary. The modalities for implementing this article are mentioned in the Grant Agreement.

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

¹ The A-form in the revised project proposal called ["Associated beneficiary declaration" | "Associated beneficiary declaration and Mandate"]

The Common Provisions, Article 6, sets out common obligations for both the coordinating beneficiary and the associated beneficiary. The modalities for implementing this article are:

- The associate beneficiary must enter project-related expenditure at least once a month in the tables provided by the beneficiary in the shared Google Drive folder, together with all the necessary supporting documents the tables are based on the templates provided by the LIFE program. A financial control point will be organised between the beneficiary and the associated beneficiary within 30 days with the mid-term and final financial evaluations.
- The associate beneficiary must take part in the relevant Works Packages working meetings. In addition, they must take part in the monthly monitoring meeting organised between the various departments (management, communication, administration), the mid-term feedback meeting and the final feedback meeting.

6. Technical activity reports

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, should the Commission so request.

Final reports must be submitted 10 days before the deadline set by the LIFE programme to the beneficiary, who will be responsible for proofreading them and submitting them to the platform.

The reporting schedule for the project is described int the Grant Agreement.

7. Financial reporting

The associated beneficiary is obliged to report costs as specified in the Common Provisions 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" at least 30 days before the deadline for submission to the Commission of the final report.

The deadline for the associated beneficiary to provide the coordinating beneficiary with the mid-term financial statement is 30 days before the deadline for submission to the Commission of the mid-term report.

The procedure to collect the data and to channel them through the coordinating beneficiary regularly is to send the financial monitoring file supplied by the beneficiary by email or to update it in the shared Google Drive folder.

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

KNUCA share represents 4,8% of the total financial contribution.

In accordance with the "declaration of the associated beneficiary", the associated beneficiary will implement actions with an estimated total cost of € 53 795,32.

On the basis of the above amounts, the associated beneficiary will receive from the coordinating beneficiary a maximum amount of € 47 383,45 as share of the EU contribution.

The beneficiary agrees that the grant from the European Commission covers 90% of the project costs and makes a financial contribution equivalent to 10% in human time.

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 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 23 of the Common Provisions, 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 Commission. The remaining portion of any such profit will be allocated to beneficiaries as follows: total remaining contribution x (number of person months of the associated beneficiary / sum of the number of person months of the beneficiary and associated beneficiaries).

Step	Estimated date	Payment Amount (€)
Pre-financing (30%)	01/06/2025 (M1)	€ 14 215,04
Mid-term financing (50%)	01/07/2026 (M14*)	€ 23 691,73
Final financing (20%)	01/07/2027 (M26*)	€ 9 476,69

^{*}Subject to validation of interim and final deliverables by the European Commission and receipt of funding by the beneficiary.

9. 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:

KYIV NATIONAL UNIVERSITY OF CONSTRUCTION AND ARCHITECTURE

KNUCA

Address: Povitrianykh Syl Prospekt, 31, 03037 Kyiv, UA

PIC: 933875358

VAT number : UA020709026580.

Bank name: Branch # 10026/0123 Main Department in Kyiv and the Kyiv Joint-Stock

Company State Savings Bank of Ukraine

Address of bank branch: Gogolyvska Street, 1/3, 01001, Kyiv, Ukraine

Bank account number: UA113226690000025304301746707

BIC or SWIFT code: COSBUAUKKIE

Intermediary bank. Intermediary account no.: DEUTSCHE BANK AG,

Frankfurt am Main. 947057610

SWIFT: DEUTDEFF,

Currency: Euro

The payment scheme between the coordinating beneficiary and the associated beneficiary is following the payments made by the Commission to the coordinating beneficiary, within one month from receipt of the pre-financing / midterm payment / final payment.

The coordinating beneficiary and the associated beneficiary agree that all payments are considered as pre-financing payments until the 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 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 Commission.

10. Termination of partnership agreement

The coordinating beneficiary and the associated beneficiary set the conditions for early termination of the partnership contract by referring to the common provisions, i.e. a signed letter dated by one of the parties sent by recorded delivery for cancellation of the contract within 30 days.

11. Jurisdiction clause

Failing amicable settlement, the Court of France 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 France.

Done at Hallennes-lez-Haubourdin on 16.05.2025, in duplicate in English.

For the coordinating beneficiary: Christophe DEBOFFE

NEOEGO DEVELOPPEMENT 1 Rue de la Source F - 59320 HALLENNES LEZ HAUBOURDIN Tel. + 33 (0) 3 20 10 31 18 Siret 811 041 367 00020

For the associated beneficiary: Oleksandr KOVALCHUK

ANNEXES:

- The grant agreement signed between the European Commission and the coordinating beneficiary, including all annexes thereto: Special Provisions, Common Provisions, the revised project proposal.