

Appendix 1

Partner's agreement between the Danish Forest and Nature Agency and the Danish Bird Protection Foundation

REMAB contract - LIFE Nature

The present Contract has been made between

**The Ministry of Environment
Danish Forest and Nature Agency**

and

The Danish Bird Protection Foundation

Contract of Cooperation

Concerning

Cooperation on the project "Restoration of Meadow Bird Habitats (REMAB)", to restore and maintain a favourable conservation status for *Calidris alpina schinzii* and *Philomachus pugnax* at four key habitats in Denmark.

Preamble

It shall be the objective and the intention of the parties to the present Contract to implement the REMAB project as described in the joint application submitted by the parties to the EU LIFE Nature programme and it shall be a condition precedent for the performance of the present Contract that the contract between the Beneficiary and the EU and any other agreements generally made in connection with the project are performed in accordance with the intention.

Definitions and appendices

Clause 1

The "Beneficiary" shall in the context hereof mean the Danish Forest and Nature Agency.

The "Project Partner" shall in the context hereof mean the Danish Bird Protection Foundation.

The "Partners" shall in the context hereof mean both the Beneficiary and the Project Partner.

The "DGENV" shall in the context hereof mean the European Commission, the Directorate General responsible for the Environment.

Clause 2

Appendix 1.

Application to EU's LIFE-Nature programme "Restoration of Meadow Bird Habitats (REMAB)" dated 28 October 2005.

Appendix 2.

Letter dated 19 September 2006 from DGENV concerning the European Commission's approval of funding for the REMAB project (identification number LIFE06NAT/DK/000158).

Appendix 3.

"Standard Administrative Provisions" for LIFE projects.

Clause 3

The appendices listed in Clause 2 above shall form an integral part of the present Contract. In the event of any inconsistency between the present Contract and the said appendices, the wording of the Contract and secondarily the contract enclosed in Appendix 1 shall take precedence over such appendices.

Upon signing the present Contract, the Project Partners declare that they are cognizant of the above-mentioned documents/appendices and that by signing the present Contract they signify their acceptance thereof.

The Partners

Clause 4

The Partners shall be:

(The Beneficiary)

The Ministry of Environment
Danish Forest and Nature Agency
Haraldsgade 53
DK-2100 Copenhagen Ø
Denmark

(The Project Partner)

The Danish Bird Protection Foundation (Fugleværnsfonden),
Vesterbrogade 138-140,
DK-1620 Copenhagen V,
Denmark

Description of the cooperation

Clause 5

Within the framework of the present Contract, the Partners shall implement the REMAB project in accordance with the application submitted to LIFE Nature (Appendix 1) and the letter of approval

issued by DGENV (Appendix 2) with any such changes as may be agreed between the Partners and DGENV. The cooperation shall include only actions C1, C2, C3, C5, and F1.

Clause 6

The cooperation shall be organised with a steering group with the participation of the Beneficiary (chairman), the Danish Bird Protection Foundation. The Beneficiary shall be in charge of the secretariat of the steering group.

The Partner undertake to provide the input described in the application submitted to the EU LIFE Nature programme in due time. This shall exclusively include input for Actions C1, C2, C3, C5, and F1.

The rights and obligations of the Beneficiary

Clause 7

The Beneficiary shall represent the Project Partner in relation to third parties, including the European Commission and DGENV within the framework of the present Contract.

The Beneficiary shall be in charge of the administration of the project and shall request payment of funds from the European Commission through DGENV, and shall also be responsible for implementation of the project in accordance with the letter of approval issued by the European Commission (Appendix 2) and the "Standard Administrative Provisions" (Appendix 3).

In all other respects, the Beneficiary shall jointly with the Project Partner be responsible for the implementation of the project.

The rights and obligations of the Project Partner

Clause 8

The Project Partner undertakes to support the Beneficiary in the implementation of Actions C1, C2, C3, C5, and F1 in relation to the European Commission and DGENV using all reasonable means at its disposal and shall provide all necessary information to the Beneficiary without undue delay.

The Project Partner warrants its acceptance of all relevant legal provisions relating to this project and declares its intention to obtain all such permissions as may be required prior to its participation in the project.

Article 4 of the "Standard Administrative Provisions" shall apply equally to the Project Partner in relation to the Beneficiary in so far as accounting and auditing are concerned (cf. Article 5 of the "Standard Administrative Provisions"). The Project Partner undertakes to keep all documents relating to the project on file for a period of no less than five (5) years as from the completion of the project for the purpose of audits, inspection and similar investigations of the project.

The Project Partner shall provide the required own-financing (cf. Article 5 of Appendix 3).

The Project Partner undertakes to observe the Danish auditing rules and the "Standard Administrative Provisions" for LIFE.

Upon signing the present Contract, the Project Partner declares that it is cognizant of the abovementioned documents/appendices forming part of the Contract and signifies its acceptance thereof, thereby undertaking to act in accordance therewith and subjecting itself to such provisions and rules as per the wording thereof only apply to the Beneficiary (cf. Article 4.7 of the "Standard Administrative Provisions").

The Project Partner shall be reimbursed for such expenses as are incurred by the Project Partner in accordance with the present Contract and the appendices forming part hereof (Clause 2). Such expenses as are not incidental to tasks carried out in accordance with the project application and the guidelines issued by and decisions made by the steering group and such expenses incurred as a result of either party's misconduct or other illegal actions in general shall be of no concern to the present Contract, and such expenses shall be borne by such party as may have incurred them.

Financing/payment method

Clause 9

Upon request, the European Commission shall transfer the EU grant to the Beneficiary in accordance with Article 23 of the "Standard Administrative Provisions". Such transfer shall be effected to an account set up by the Beneficiary for that purpose and the Beneficiary shall distribute the grant to the Project Partner from such account.

The Beneficiary undertakes to reimburse the Project Partner for documented expenses. Proof of project expenses shall be submitted to the Beneficiary no later than two (2) months before the periodic reporting to the European Commission (cf. Appendix 1) and such documentation shall be in accordance with the "Standard Administrative Provisions". If so desired, project expenses incurred by the Project Partner can be reimbursed more frequently. The Beneficiary undertakes to pay the Project Partner within thirty (30) days of receipt of proof of the relevant project expenses with the exception of expenses to be paid in connection with the completion of the project.

The Beneficiary shall receive the final thirty (30) per cent of the EU grant upon completion of the entire LIFE project and submission to and acceptance by the European Commission of the final report and auditors' report. The Beneficiary shall subsequently pay the remaining amount to the Project Partner as per documentation of his expenses. Payment shall be effected within thirty (30) bank days of receipt of the final payment from the European Commission.

The Project Partner shall make provisions for any such financial vacuum as may occur in the period until payment is effected by the Beneficiary.

Liability

Clause 10

Should the European Commission set up a claim for repayment against the Beneficiary in respect of one or more amounts received by the Project Partner, the Project Partner shall, irrespective of the reason for such claim for repayment and irrespective of which party is responsible therefore, immediately repay the grant received to the Beneficiary paying interest at the rate of eight (8) per cent per year as from the time of transfer to the Project Partner's account until repayment is effected.

Expiry of the Contract

Clause 11

The Contract shall expire upon completion of the LIFE project and upon payment of the last grant instalment of thirty (30) per cent by the European Commission.

The project shall be completed and finally reported on to DGENV by 1 April 2010. As from that date, the agreement made with the EU concerning the project shall expire after twenty-four (24) months.

Termination and cancellation of the Contract

Clause 12

Termination of the Contract shall be effected in writing. The party terminating the Contract shall concurrently with his letter of termination offer an acceptable alternative solution and document frustration of the cooperation under the agreed terms.

The terminating Project Partner shall repay any grant already received to the Beneficiary paying interest at the rate of eight (8) per cent per year as from the time of transfer to the Project Partner's account until repayment is effected, provided that a claim for repayment is set up by the European Commission against the Beneficiary by reason of such termination.

The terminating Project Partner shall, moreover, be liable for all expenses incurred and any losses suffered by the Beneficiary as a result of such termination of the Contract.

In the event of any material breach by the Project Partner of his obligations hereunder, the Beneficiary shall be entitled to cancel the Contract with the Project Partner with immediate effect, unless the Project Partner in breach remedies such breach within thirty (30) of having received written notification to that effect. The Project Partner in breach shall repay any grant already received to the Beneficiary paying interest at the rate of eight (8) per cent per year as from the time of transfer to the Project Partner's account until repayment is effected, provided that a claim for repayment is set up by the European Commission against the Beneficiary by reason of such cancellation.

The Project Partner in breach shall, moreover, be liable for all expenses incurred and any losses suffered by the Beneficiary as a result of such breach and the subsequent cancellation of the Contract.

In the event of any material breach by the Beneficiary of his obligations to the Project Partner hereunder, the Project Partner shall be entitled to cancel the Contract with immediate effect, unless the Beneficiary in breach remedies such breach within thirty (30) of having received written notification to that effect. Following a justified cancellation of the Contract, the Project Partner shall not repay any grant already received to the Beneficiary, irrespective of any claim for repayment set up by the European Commission by reason of such cancellation. The Beneficiary in breach shall, moreover, be liable for all expenses incurred and any losses suffered by the Project Partner as a result of such breach and the subsequent cancellation of the Contract.

In the event of termination or cancellation of the Contract, the Beneficiary shall notify the European Commission thereof. The Contract shall thus lapse.

Subordinate agreements and appendices

Clause 13

Any amendments to the present contract shall be made in writing and shall be confirmed in writing by the Partners. Any addenda to the present provision shall also be made in writing. In the event that one or more provisions of the present Contract are declared void or unenforceable, the balance of the Contract shall remain in force.

Transfer of rights and obligations

Clause 14

The Partners shall be entitled to transfer parts of their tasks in connection with the project to advisors/contractors in accordance with the project description and the "Standard Administrative Provisions". The Partners shall not, however, be entitled to transfer the present Contract and the obligations contracted herein to any third party without the written consent of the other Partners and the European Commission.

Property and copyright

Clause 15

The property in documents and knowhow relating to the project shall vest in the Beneficiary and/or the Project Partner and shall generally be governed by Article 17 of the "Standard Administrative Provisions".

Venue

Clause 16

Any dispute arising out of the present Contract shall be settled by the Maritime and Commercial Court in Copenhagen (Sø- og Handelsretten i København). Legal proceedings shall be conducted in Danish.

Number of copies and signing of the Contract

Clause 17

The present Contract shall be executed in two identical copies. The Project Partner shall sign both the original Contracts and return the signed Contracts to the Beneficiary. The Beneficiary shall sign

both the original Contracts and return one of the signed Contracts to the Project Partner.
Both Partners shall thus have a signed original Contract.

Date

15/8-08

Henning Fjeld

Danish Forest and Nature Agency (The Beneficiary)

Miljøministeriet

Skov- og Naturstyrelsen Vestjylland

Gl. Landevej 35, 7620 Lemvig

Tlf. 97 81 00 33

Date

13/8-08

Ebbe Skjold

Danish Bird Protection Foundation (The Project Partner)

FUGLEVÆRNSFONDEN

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