



LIFE BioLubridge Partnership Agreement

LIFE Programme (European Commission)

Partnership agreement
Concerning the LIFE project
LIFE BioLubridge LIFE20 ENV/IT/000452

The Coordinating Beneficiary

VITONE ECO S.r.l. (VITONE ECO)

Via Pasquale Centola 3, 70032 Bitonto (Bari), Italy

represented by

Gaetano Vitone - President of the Board of Directors and Legal Representative

AND

The Associated Beneficiary

Acquedotto Pugliese S.p.A. (AQP)

Via Salvatore Cognetti De Martiis 36, 70121 Bari, Italy

represented by

Gianfredi Mazzolani – Manager of “Research, Development and International Activities” Unit

AND

The Associated Beneficiary

Ceratec Sarl (CERATEC)

221 Avenue Louis Lepine ZI – Capitou, 83600 Frejus, France

represented by

Augusto Parodi – Legal Representative

AND

The Associated Beneficiary

Consiglio Nazionale delle Ricerche (CNR)

Piazzale Aldo Moro 7, 00185 Roma, Italy

represented by

Simona Rossetti – Acting Director of Water Research Institute (IRSA)

AND

The Associated Beneficiary

fio chemical S.p.A. (FIOCHEM)

Via dei Cedri 3, 70026 Modugno (Bari), Italy

represented by

Renato Fiorese – Managing Director

HAVE AGREED

1 Subject

This partnership agreement is concluded in relation to the LIFE project Biolubricants from urban sewage sludge, as described in Grant Agreement LIFE 20 ENV/IT/000452, signed in Brussels on November 15th , 2021 by the European Union ('the Union'), represented by the European Climate, Infrastructure and Environment Executive Agency, CINEA (hereinafter referred to as "Agency") and in Bari on October 29th , 2021 by the Coordinating Beneficiary.

The Grant Agreement (and any amendment thereto) signed by the Coordinating Beneficiary and the European Agency/Commission, which includes Special Conditions, the General Conditions in Annex I to the LIFE Grant Agreement (hereinafter referred to as "the 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 General Conditions are relevant for and apply to both the Coordinating Beneficiary and the Associated Beneficiaries.

The provisions of the Grant Agreement, including the mandate¹ stipulating that each Associated Beneficiary gives the Coordinating Beneficiary the mandate to act on its behalf towards the Agency/Commission, shall take precedence over any other agreement between the Associated Beneficiaries and the Coordinating Beneficiary that may have an effect on the implementation of the above-mentioned Grant Agreement between the Coordinating Beneficiary and the Agency/Commission.

2 Duration

This partnership agreement enters into force when all the Parties (Coordinating Beneficiary / Associated Beneficiaries) sign it and terminates five years after the date of the payment of the balance by the Coordinating Beneficiary to each Associated Beneficiary.

3 Role and obligations of the Coordinating Beneficiary

3.1 Article II.2.3 of the General Conditions of the Grant Agreement sets out the role and general obligations of the Coordinating Beneficiary. The modalities for implementing this article are the following ones.

- The Coordinating Beneficiary shall provide the Associated Beneficiaries with copies of technical and financial reports submitted to the Agency/Commission as well as the Agency/Commission's reactions to these documents. The Coordinating Beneficiary shall regularly inform the Associated Beneficiaries about communication with the Agency/Commission concerning the project.
- In exercising the mandate given by each Associated Beneficiary to act on its behalf, the Coordinating Beneficiary will take into due consideration the interests and concerns of each Associated Beneficiary, whom the Coordinating Beneficiary will consult whenever appropriate and especially prior to requesting any modification of the Grant Agreement.

3.2 The European financial contribution is given in three instalments, according with the rules set out by the Grant Agreement, Article I.4:

- A first pre-financing payment of EUR 540,819.60 to the Coordinating Beneficiary within 30 calendar days from the entry into force of the Grant Agreement, except if Grant Agreement

¹ Annex IV to the Grant Agreement consisting of Form(s) A4 of the Project proposal in Annex II to the Grant Agreement.

Article II.24.1 applies.

- A second pre-financing payment of EUR 540,819.60 to the Coordinating Beneficiary within 60 calendar days from when the Agency receives the request for second pre-financing payment referred to in Grant Agreement Article I.4.2, subject to having used at least 100% of the previous pre-financing instalment paid to cover costs of the project, except if Grant Agreement Article II.24.1 or II.24.2 apply.

The Coordinating Beneficiary must submit a request for further pre-financing payment in accordance with the Midterm Report schedule specified in Annex II to the Grant Agreement. The request must be accompanied by the following documents:

- (a) a progress report on the implementation of the project (“technical report on progress”);
- (b) a statement on the amount of the previous pre-financing instalment used to cover costs of the project (“statement on the use of the previous pre-financing instalment”), drawn up in accordance with Annex VI to the Grant Agreement.

- 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 the Grant Agreement Article II.25, the payment of the balance takes the form of a recovery as provided by Grant Agreement Article II.26.

If the total amount of earlier payments is lower than the final amount of the grant determined in accordance with Grant Agreement Article II.25, the Agency must pay the balance within 90 calendar days from when it receives the request for payment of the balance, except if Grant Agreement Article II.24.1 or Grant Agreement II.24.2 apply.

The Coordinating Beneficiary must submit a request for payment of the balance in accordance with the reporting schedule specified in Annex II to the Grant Agreement, but no later than 90 calendar days following the end date of the project as indicated in Grant Agreement Article I.2.2. The 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 to the Grant Agreement, 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 Grant Agreement, Article I.3.2(a)(ii) and (iii), (b) or (c));
 - (ii) information on subcontracting as referred to in Grant Agreement, 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 to the Grant Agreement and in accordance with Annex VI to the Grant Agreement;
- (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 indicating the revenue generated by the project referred to in Grant Agreement Article II.25.3 for each Beneficiary and its affiliated entities other than non-profit organisations. the receipts referred to in Grant Agreement Article II.25.3 for each Beneficiary and its affiliated entities. The summary financial statement must be drawn up in accordance with Annex VI to the Grant Agreement;

(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 Grant Agreement 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 to the Grant Agreement. 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 Grant Agreement Article I.3.2(a)(i) are real, accurately recorded and eligible in accordance with the Grant Agreement. In addition, the certificate must certify that all the revenues generated by the project referred to in Article II.25.3 of the Grant Agreement 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 Grant 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 Grant Agreement Article II.27. In addition, the Coordinating Beneficiary must certify that all the receipts referred to in Grant Agreement Article II.25.3 have been declared for each Beneficiary and the affiliated entities other than non-profit organisations.

Payment is subject to the approval of the request for payment in 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 Grant Agreement 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 to the Grant Agreement.

3.3 The distribution of amounts corresponding to the Associated Beneficiaries' participation in the project shall be made by the Coordinating Beneficiary according to:

- the project budget as included in the Annex III of the Grant Agreement,
- the approval of reports by the Agency/Commission
- the future work included in the Project plan
- the accepted decisions of the Steering Committee.

3.4 For the payment to the Associated Beneficiaries of the abovementioned amounts of LIFE financial contribution, the Coordinating Beneficiary shall transfer to the Associated Beneficiaries the amount owing to them.

- 3.4.1** In the case of the first pre-financing payment, the amount of 540.819,60€ (equal to the 40% of the total EU contribution foreseen for the project) will be split among Beneficiaries on the basis of their planned expenditures for the M1-M18 period of the project, as reported in the following table.

Beneficiary	Amount to be transferred	Percentage on the distributed amount	Percentage on the total EU contribution foreseen for the Beneficiary
VITONE ECO	EUR 242,322.84	44.807%	40.77%
AQP	EUR 17,611.64	3.256%	31.35%
CERATEC	EUR 202,076.35	37.365%	45.72%
CNR	EUR 64,439.67	11.915%	30.59%
FIOCHEM	EUR 14,369.10	2.657%	29.43%
Total	EUR 540,819.60	100%	40%

The respective funds will be transferred to the Associated Beneficiaries as follows:

- to AQP, CNR and FIOCHEM: in a single instalment, upon signature of the Partnership Agreement (version 1.1).
- to CERATEC: in a single instalment, after the Agency's approval of the Grant Agreement Amendment that will be prepared to include A&A Fratelli Parodi Spa, mother company of CERATEC, as additional Associated Beneficiary of the project, and upon signature of the revised version of the Partnership Agreement that will be prepared for coherence with the amended version of the Grant Agreement.

3.4.2 In case of the second pre-financing payment, the amount of 540.819,60€ (equal to the 40% of the total EU contribution foreseen for the project) will be split among Beneficiaries as follows, so that each Beneficiary will receive, as total pre-financing, an amount equal to the 80% of the total EU contribution foreseen for it.

Beneficiary	Amount to be transferred	Percentage on the distributed amount	Percentage on the total EU contribution foreseen for the Beneficiary
VITONE ECO	EUR 233,150.76	43.11%	39.23%
AQP	EUR 27,330.76	5.05%	48.65%
CERATEC	EUR 151,546.85	28.02%	34.28%
CNR	EUR 104,097.13	19.25%	49.41%
FIOCHEM	EUR 24,694.10	4.57%	50.57%
Total	EUR 540,819.60	100%	40%

The respective funds will be transferred to the Associated Beneficiaries in two separate instalments:

- the first one, equal to the 50% of the amount to be transferred, within 30 days of receipt of the second pre-financing payment from the Agency, subject to having used at least 100% of the amount received as first pre-financing payment to cover costs of the project.
- the second one, equal to the 50% of the amount to be transferred, no later than January 2024, subject to having reported costs of an amount no less than that necessary to receive an EU contribution equal to the total amount received as previous pre-financing payments.

3.4.3 In case of the final payment, the Coordinating Beneficiary shall transfer to the Associated Beneficiaries the amount owed to them within 30 days after the Agency has made the final payment.

4 Role and obligations of the Associated Beneficiaries

4.1 Article II.2.2 of the General Conditions sets out the role and general obligations of the Associated

Beneficiaries. The modalities for implementing this article are:

Acquedotto Pugliese S.p.A. (AQP)

It contributes to and is involved in

- Action A1 Design and operational procedures
- Action B1 Realization and installation of the lipids recovery unit and lipids conversion unit
- Action B2 Demonstration of the process and of the pilot plant
- Action D1 Dissemination planning and execution
- Action E1 Project management and coordination.

Ceratec Sarl (CERATEC)

It is responsible for

- Sub-action A1.2 Organization of installation and definition of operational procedures of the lipid conversion unit
- Sub-action B1.3 Assembly and installation of the lipids conversion unit
- Sub-action B2.3 Optimization of the reactive conditions for the conversion of lipids into biolubricants
- Sub-action B2.5 Conversion of lipids into bio-lubricants.

It contributes to and is involved in

- Action A1 Design and operational procedures
- Action B1 Realization and installation of the lipids recovery unit and lipids conversion unit
- Action B2 Demonstration of the process and of the pilot plant
- Action B3 Evaluation of properties of bio-lubricants
- Action B4 Sustainability, Replicability and business planning
- Action D1 Dissemination planning and execution
- Action E1 Project management and coordination.

Consiglio Nazionale delle Ricerche (CNR)

It is responsible for

- Sub-action A1.3 Laboratory scale tests
- Sub-action B2.1 Evaluation of the initial composition of wastewater and sewage sludge (baseline).

It contributes to and is involved in

- Action A1 Design and operational procedures
- Action B1 Realization and installation of the lipids recovery unit and lipids conversion unit
- Action B2 Demonstration of the process and of the pilot plant
- Action B3 Evaluation of properties of bio-lubricants
- Action C1 Monitoring of project impacts
- Action D1 Dissemination planning and execution
- Action E1 Project management and coordination.

fio chemical S.p.A. (FIOCHEM)

It is responsible for

- Action B3 Evaluation of properties of bio-lubricants
- Sub-action B3.1 Simulated bio-lubricants
- Sub-action B3.2 Preliminary tests on sample coming from optimization study
- Sub-action B3.3 From sludge to the market.

It contributes to and is involved in

- Action B4 Sustainability, Replicability and business planning
- Action D1 Dissemination planning and execution
- Action E1 Project management and coordination.

4.2 Financial Contributions

Financial contributions of the Associated Beneficiaries according to Annex II to the Grant Agreement are indicated in the following table.

Associated Beneficiary short name	Total Costs of the actions (including overheads)	Associated Beneficiary's own contribution	Amount of EU Contribution requested
AQP	EUR 102,164	EUR 45,986	EUR 56,178
CERATEC	EUR 808,091	EUR 366,066	EUR 442,029
CNR	EUR 383,060	EUR 172,389	EUR 210,671
FIOCHEM	EUR 88,810	EUR 39,977	EUR 48,829
Total	EUR 1,382,125	EUR 624,418	EUR 757,707

5 Common obligations for both the Coordinating Beneficiary and the Associated Beneficiaries

5.1 Article II.2.1 of the General Conditions, sets out common obligations for both the Coordinating Beneficiary and each Associated Beneficiary. The modalities for implementing this article are:

- Each Associated Beneficiary must transmit to the Coordinating Beneficiary the electronic version of all the appropriate supporting documentation for all expenditure every quarter and in any case at each request of the Coordinating Beneficiary also in preparation of the Monitoring Visits, the Midterm Report and the Final Report. This includes the personnel timesheet duly completed and signed by the Associated Beneficiary, tender documents, invoices, purchase orders, proof of payments and any other documents used for the calculation and presentation of costs.
- The Coordinating Beneficiary shall collect all of the above and shall maintain up-to-date books of account. All this documentation shall be clear, precise and effective.

6 Management Structure

The structure and organisation of management activities includes as main management bodies: the Project Coordinator, the Project Manager, the Administrative Manager, the Steering Committee, the Action Leaders and the Dissemination Team.

6.1 Project Coordinator (PC)

Mr. Gaetano Vitone from VITONE ECO will serve as Project Coordinator, he will interface with the External Project Monitor appointed by the Agency and will prepare and submit periodical Progress Reports to the EC.

With the support of the Project Manager, he will ensure that the following objectives are met:

- Managing the project with respect to the scheduled timing and to estimated costs.
- Achieving optimal co-operation among Beneficiaries.
- Monitoring the progress of work.
- Evaluating results.
- Detect and solve timely any critical problems.

6.2 Project Manager (PM)

The Project Manager, Antonio Lavopa (VITONE ECO), is in charge of monitoring and assessment activities with respect to the scheduled timing and to estimated costs and will be supported in this by the Steering Committee members (*one representative from each Beneficiary*).

The Project Manager will coordinate the preparation of the Midterm Report and of the Final report with payment requests. Each Beneficiary will be responsible to submit a written progress report to the Project

Manager. Progress on each action will be reported in terms of percentage of completion, estimated time for completion, deviation from agreed timescales and corrective actions.

The Project Manager, together with the Administrative Manager, will prepare a consolidated budget overview of the project status using cost statement information received from the partners.

6.3 Administrative Manager (AM)

The Administrative Manager of the project, Giovanni Valeriano (VITONE ECO), coordinates the financial accounting activities of all Beneficiaries and supports the accounting and financial reporting activities of all Beneficiaries. Counterparts in all Associated Beneficiaries organisations will be identified as responsible for financial management. This network of financial managers in the Associated Beneficiaries will cooperate with the Administrative Manager aiming to comply with the principles of good financial management and European Commission rules.

The Administrative Manager will periodically collect (on quarterly basis) the expenditure documents from all the Beneficiaries. These will include all direct costs documents related to the period, such as invoices, purchase orders, proof of payments, salary slips, time sheets and any other documents used for the calculation and presentation of costs.

The Administrative Manager shall take care of the distribution of the EU funds to Associated Beneficiaries, in accordance with the clauses of the Grant Agreement and of this Partnership Agreement.

6.4 Steering Committee (SC)

The Steering Committee, chaired by the Project Coordinator, is the ultimate decision body and it is composed by one representative from each Beneficiary. The list of representatives is collected by the Project Coordinator and made available to the Beneficiaries through the communal section of the Collaborative Space of the project, accessible to all the Beneficiaries, in which all the technical documentation of the project is stored (*the financial documentation relating to the reporting of the costs of the Beneficiaries is collected in separate folders, one for each Beneficiary, available on the Collaborative Space; each of these folders is accessible only by the Beneficiary to which it refers and by the team of the Coordinating Beneficiary*).

The main duties of the Steering Committee are:

- to provide the project with strategic management
- to approve technical, financial and administrative decisions taken by the Project Manager
- to support the Project Manager in monitoring the technical quality of the project work and outputs
- to manage conflict resolution
- to highlight eventual potential risks and to adopt any eventual Contingency Plans that could be deemed as necessary
- to validates the methodological choice of the project
- to advise on the exploitation of results and common strategies on IP protection
- to oversee the use and dissemination of generated knowledge.

Decisions of the Steering Committee will be taken by majority of 4/5 of votes of its members, and they will be readily communicated to all Beneficiaries and the Commission. Delegations of vote, in case of absence, are possible upon written communication to the Project Coordinator chairing the Steering Committee. Where decisions are tied, the Chairperson (Project Coordinator) will have a casting vote.

The Steering Committee will meet at least three times during the course of the project: kick-off meeting, midterm meeting, final meeting (*in person or through teleconferences*). Extraordinary meetings can be asked upon written request to the Project Coordinator.

6.5 Action Leaders (AL)

Project progress will be monitored by continuous evaluation of each Action progress. Each Action has a single Action Leader (AL) as indicated in Annex II to the Grant Agreement and reported below.

Action	Action Leader
A1 Design and operational procedures	VITONE ECO
B1 Realization and installation of the lipids recovery unit and lipids conversion unit	VITONE ECO
B2 Demonstration of the process and of the pilot plant	VITONE ECO
B3 Evaluation of properties of bio-lubricants	FIOCHEM
B4 Sustainability, Replicability and business planning	VITONE ECO
C1 Monitoring of project impacts	VITONE ECO
D1 Dissemination planning and execution	VITONE ECO
E1 Project management and coordination	VITONE ECO

The main duties of Action Leaders are:

- to control the action quality
- to assure the on-time release of the action deliverables
- to organize a detailed breakdown of the activities within the Action to be presented before its commencement
- to keep the contacts among the Beneficiaries
- to check intermediate work progress
- to provide necessary input for technical reports
- to highlight any potential problems for discussion with the Project Manager and the Steering Committee in order to find the appropriate solutions.

6.6 Dissemination Team (DT)

The Dissemination Team is formed by the Project Dissemination Manager, Alexandra Miricel (VITONE ECO), who will be in charge of leading the Team supported by one representative from each Associated Beneficiary. The list of representatives is collected by the Project Coordinator and made available to the Beneficiaries through the communal section of the Collaborative Space.

The Dissemination Team is in charge for designing, implementing and monitoring all activities to communicate and disseminate project's results (*Communication & Dissemination Plan, dissemination materials, supervision of events networking with interested stakeholders*) in order to reach the wider audience possible.

6.7 Meetings

The overall progress of the project will be monitored in follow-up project progress meetings (e.g. every six months). Extraordinary meetings can be requested by any Beneficiary upon written request to the Coordinating Beneficiary. Project meetings may also be held by teleconference or other telecommunication means. The Project Coordinator will chair project meetings.

The Project Coordinator shall give notice in writing of a meeting to each Beneficiary as soon as possible and no later than 21 calendar days preceding an ordinary meeting and 7 calendar days preceding an extraordinary meeting.

During the progress meetings any Beneficiary:

- should be present or represented at any meeting
- may appoint a substitute or a proxy to attend and vote at any meeting
- shall participate in a cooperative manner in the meetings.

The Project Coordinator shall produce written minutes of each meeting, which shall be the formal record of all decisions taken. He shall send draft minutes to all Members within 15 calendar days of the meeting. The minutes shall be considered as accepted if, within 15 calendar days from sending, no Member has objected in writing to the Project Coordinator with respect to the accuracy of the draft of the minutes.

7 Technical activity reports

7.1 The Associated Beneficiaries shall provide any relevant information to the Coordinating Beneficiary in due time before the submission of reports to the Agency/Commission and be available with additional information, should the Agency/Commission so request.

7.2. The Coordinating Beneficiary shall regularly inform the Agency/Commission on the progress and on the achievements of the project through the submission of the following reports:

- Midterm Report to be delivered by February 28th, 2023, together with the request for second pre-financing, after the threshold defined in Article I.4.9 of the Grant Agreement has been reached.
- Final Report to be delivered by November 30th, 2024, i.e. within three months of the project end.

7.3. Each Associated Beneficiary shall transmit to the Coordinating Beneficiary all the technical and financial documentation in original as requested and in any case by 30 days before the deadline for the submission of all the above technical activity reports.

8 Financial reporting

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

8.2 Regarding the final statement of expenditure and income, each 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 Agency/Commission of the final report.

8.3 The deadline for each Associated Beneficiary to provide the Coordinating Beneficiary with the midterm financial statement is as requested and in any case by 30 days before the deadline for submission to the Agency/Commission of the Midterm Report.

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

- The Associated Beneficiaries must transmit to the Coordinating Beneficiary all the appropriate supporting documentation for all expenditure quarterly and in any case at each request of the Coordinating Beneficiary also in preparation of the Monitoring Visits, the Midterm Report and the Final Report..
- All the documentation shall report the official stamp of LIFE indicating the reference number of the project or include in any case a clear reference to the project itself.
- Cumulative financial statements summarizing all the information and data relevant to the respective financial reporting period will be provided by each Associated Beneficiary to the Coordinating Beneficiary as requested and in any case at least 30 days before the deadline for submission by the Coordinating Beneficiary of the respective financial report to the European Commission.

9 Estimated eligible costs and Associated Beneficiaries financial contribution to the project

9.1 In accordance with the "declaration of the associated beneficiary", the Associated Beneficiary *Acquedotto Pugliese S.p.A. (AQP)* will implement actions with an estimated total cost of EUR 102,164.00.

The Associated Beneficiary *Acquedotto Pugliese S.p.A. (AQP)* will contribute EUR 45,986.00 to the project of own financial resources.

On the basis of the above amounts, the Associated Beneficiary *Acquedotto Pugliese S.p.A. (AQP)* will receive from the Coordinating Beneficiary a maximum amount of EUR 56,178.00 as share of the EU

contribution.

9.2 In accordance with the "declaration of the associated beneficiary", the Associated Beneficiary *Ceratec Sarl (CERATEC)* will implement actions with an estimated total cost of EUR 808,091.00.

The Associated Beneficiary *Ceratec Sarl (CERATEC)* will contribute EUR 366,066.00 to the project of own financial resources.

On the basis of the above amounts, the Associated Beneficiary *Ceratec Sarl (CERATEC)* will receive from the Coordinating Beneficiary a maximum amount of EUR 442,029.00 as share of the EU contribution.

9.3 In accordance with the "declaration of the associated beneficiary", the Associated Beneficiary *Consiglio Nazionale delle Ricerche (CNR)* will implement actions with an estimated total cost of EUR 383,060.00.

The Associated Beneficiary *Consiglio Nazionale delle Ricerche (CNR)* will contribute EUR 172,389.00 to the project of own financial resources.

On the basis of the above amounts, the Associated Beneficiary *Consiglio Nazionale delle Ricerche (CNR)* will receive from the Coordinating Beneficiary a maximum amount of EUR 210,671.00 as share of the EU contribution.

9.4 In accordance with the "declaration of the associated beneficiary", the Associated Beneficiary *fio chemical S.p.A. (FIOCHEM)* will implement actions with an estimated total cost of EUR 88,810.00.

The Associated Beneficiary *fio chemical S.p.A. (FIOCHEM)* will contribute EUR 39,977.00 to the project of own financial resources.

On the basis of the above amounts, the Associated Beneficiary *fio chemical S.p.A. (FIOCHEM)* will receive from the Coordinating Beneficiary a maximum amount of EUR 48,829.00 as share of the EU contribution.

9.5 The estimated total costs incurred by the Associated Beneficiaries 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.

9.6 The final settlement will be based on the Agency/Commission's assessment of the final statement of expenditure and income and more precisely on the accepted eligible costs of the project.

9.7 According to Article II.25.3 of the General Conditions of the Grant Agreement, 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 Agency/Commission.

10 Payment terms

10.1 Unless requested otherwise in writing by the Associated Beneficiaries, the Coordinating Beneficiary shall make all payments to the bank accounts of the Associated Beneficiaries provided to the Project Manager in parallel to the signature of this Partnership Agreement.

10.2 The payment scheme between the Coordinating Beneficiary and the Associated Beneficiaries follows the payments made by the Agency/Commission to the Coordinating Beneficiary.

10.3 The Coordinating Beneficiary and the Associated Beneficiaries agree that all payments are considered as pre-financing payments until the Agency/Commission has approved the final technical and financial reports and has transferred the final payment to the Coordinating Beneficiary.

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

the Agency/Commission.

11 Ownership, dissemination and use of the results (including intellectual and industrial property rights)

Grant Agreement Art.II.9 shall apply.

11.1 Each Beneficiary retains ownership of the results of the project it has generated, including industrial and intellectual property rights, and of the reports and other documents relating to it.

11.2 In case two or more Beneficiaries have jointly generated a result and it is not possible to establish their respective contributions, or to separate them for the purpose of applying for, obtaining or maintaining their protection, the ownership of such result will be jointly owned among the Beneficiaries concerned.

The joint owners shall agree a separate written agreement on the allocation and terms of exercise of their joint ownership ('joint ownership agreement'), to ensure compliance with their obligations under the Grant Agreement and this Partnership Agreement.

Unless otherwise agreed in the joint ownership agreement, each joint owner may grant non-exclusive licences to third parties (not in direct competition of the other beneficiary) to exploit jointly-owned results (without any right to sub-license), if the other joint owners are given at least 45 days advance notice and fair and reasonable compensation.

11.3 The Beneficiaries are encouraged to make available throughout the Union all documents, patents and know-how directly resulting from the project implementation, on non-discriminatory and reasonable commercial conditions.

11.4 During the Project and for a period of 1 year after the end of the Project, the dissemination of own results by one or several Beneficiaries - including but not restricted to publications and presentations - shall be governed by the Grant Agreement Art. II.8, subject to the following provisions: prior notice of at least 45 calendar days, together with sufficient information on the results that will be disseminated, shall be given to the other Beneficiaries.

Any objection shall be made in writing to the Coordinating Beneficiary and to the Beneficiary/ies proposing the dissemination and has to include a precise request for necessary modifications. If no objection is made within 30 calendar days after receipt of the notice, the dissemination is permitted.

11.5 A Beneficiary shall not include in any dissemination activity another Beneficiary's results or background without obtaining its prior written approval, unless they are already published; in this case, the other Beneficiary's results or background shall be properly mentioned in the dissemination activity. Nothing in this Partnership Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Beneficiaries or any of their logos or trademarks without their prior written approval.

11.6 The Beneficiaries undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree that includes their results or background subject to the confidentiality and publication provisions agreed in this Partnership Agreement.

12 Termination of partnership agreement

12.1 This partnership agreement enters into force when all the Parties (Coordinating Beneficiary / Associated Beneficiaries) sign it and continues in full force and effect until complete fulfilment of all obligations undertaken by the Beneficiaries under the Grant Agreement and this Partnership Agreement.

12.2 A Beneficiary may only voluntarily withdraw from this Partnership Agreement with the consent

of all the other Beneficiaries acting on the advice of the Steering Committee, and subject to the prior consent of the Agency/Commission to termination of its participation in the Grant Agreement.

12.3 A Beneficiary in substantial breach of its obligations under the Grant Agreement or this Partnership Agreement shall be given written notice by the other Associated Beneficiaries acting jointly, or by the Coordinating Beneficiary following a decision of the Steering Committee to give such notice. The notice shall specify the nature of the breach and require it to be remedied. If after one month from the giving of such notice the breach has not been remedied, the other Associated Beneficiaries or the Coordinating Beneficiary (as the case may be) may terminate this Partnership Agreement with respect to the defaulting Beneficiary and request the Agency/Commission to terminate that Beneficiary's participation in the Grant Agreement as defined in Grant Agreement Art.II.17.2.

12.4 If a Beneficiary's participation in the Grant Agreement is terminated by the Agency/Commission otherwise than by mutual agreement pursuant to Clause 12.2 above, this Partnership Agreement will terminate with respect to that Beneficiary with effect from the date of termination of its participation in the Grant Agreement. If the Agency/Commission's grounds for termination are an Irregularity under the Grant Agreement such a Beneficiary shall be treated for the purposes of this Partnership agreement as a defaulting Beneficiary.

12.5 Withdrawal from or termination of this Partnership Agreement shall not relieve a Beneficiary from its responsibilities under this Partnership Agreement or the Grant Agreement in respect of that Beneficiary's work on the Project carried out, or due to have been carried out, prior to the date of withdrawal or termination. Except as may be provided in this Partnership Agreement or the Grant Agreement, withdrawal or termination will not affect any rights, obligations or liabilities incurred prior to the date of termination; and the provisions of this Partnership Agreement shall survive its termination to the extent necessary to enable the Beneficiaries to pursue remedies and benefits as though this Partnership Agreement had continued in full force and effect.

12.6 In addition to the above clauses the Agency/Commission may terminate the Grant Agreement, without any indemnity on its part according with the rules set out in the Grant Agreement Art. II.17.

13 Jurisdiction clause

Failing amicable settlement, the Court of Bari (Italy) 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 Italy.

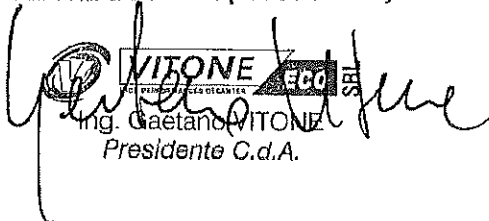
Done at Bari (Italy) on 28th June 2022.

ANNEXES:

- The LIFE Grant Agreement signed between the European Agency/Commission and the Coordinating Beneficiary, including all annexes thereto.

The Parties have caused this Partnership Agreement to be duly signed by the undersigned authorised representatives in the day and year first above written.

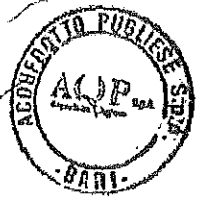
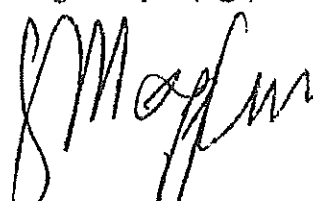
The Coordinating Beneficiary
VITONE ECO S.r.l. (VITONE ECO)



VITONE ECO
S.r.l.
Ing. Gaetano VITONE
Presidente C.d.A.

Signature
Gaetano Vitone
President of the Board of Directors and Legal
Representative

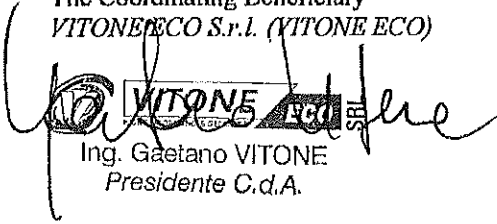
The Associated Beneficiary
Acquedotto Pugliese S.p.A. (AQP)



Signature
Gianfredi Mazzolani
Manager of "Research, Development and
International Activities" Unit

The Parties have caused this Partnership Agreement to be duly signed by the undersigned authorised representatives in the day and year first above written.

The Coordinating Beneficiary
VITONE ECO S.r.l. (VITONE ECO)



Ing. Gaetano VITONE
Presidente C.d.A.

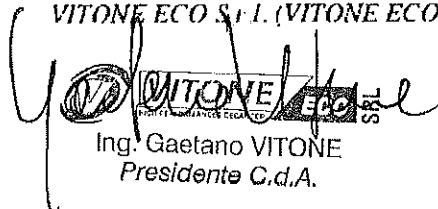
The Associated Beneficiary
Ceratec Sarl (CERATEC)

Signature
Gaetano Vitone
President of the Board of Directors and Legal Representative

Signature
Augusto Parodi
Legal Representative **CERATEC Sarl**

The Parties have caused this Partnership Agreement to be duly signed by the undersigned authorised representatives in the day and year first above written.

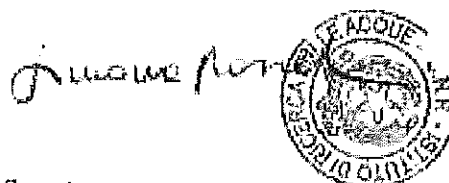
The Coordinating Beneficiary
VITONE ECO S.r.l. (VITONE ECO)



Ing. Gaetano VITONE
Presidente C.d.A.

Signature
Gaetano Vitone
President of the Board of Directors and Legal
Representative

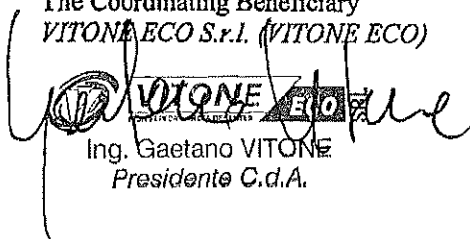
The Associated Beneficiary
Consiglio Nazionale delle Ricerche (CNR)



Signature
Simona Rossetti
Acting Director of Water Research Institute
(IRSA)

The Parties have caused this Partnership Agreement to be duly signed by the undersigned authorised representatives in the day and year first above written.

The Coordinating Beneficiary
VITONE ECO S.r.l. (VITONE ECO)

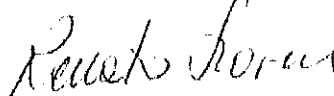


The stamp contains the text: **VITONE ECO**
S.r.l. - Via ...
Ing. Gaetano VITONE
Presidente C.d.A.

Signature
Gaetano Vitone
President of the Board of Directors and Legal Representative

The Associated Beneficiary
fio chemical S.p.A. (FIOCHEM)

fio chemical spa



Signature
Renato Fiorese
Managing Director