

# PROFORBIOMED

## PROMOTION OF RESIDUAL FORESTRY BIOMASS IN THE MEDITERRANEAN BASIN

### Partnership agreement model

April 2014

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## 2 Foreword

The main aim of this report is to provide the partnership with agreement models covering the two kind of agreements foreseen in Proforbiomed project:

- With public administrations, for further collaboration on the development of a forest biomass chain.
- With private forest owners and associations for the promotion of forest biomass.

They have been developed as a complete draft to be easily adapted to different areas.

The purpose of these agreements is to strengthen the forest biomass chain in each territory. On the one hand, agreements with private stakeholders (forest owners, biomass producers, association of enterprises, etc) will pursue to establish a framework for collaboration in forest bioenergy.

On the other hand, agreements with public administrations between will follow to establish interventions and modalities of cooperation among them so that the wooden biomass, can be exploited in accordance with the current laws, used to feed biomass cogeneration plants, both for electricity production to be entered into the public grid, and for heat recovery to be sent to district heating networks serving local communities.



### 3 Agreement with Public Administrations

Collaboration agreement framework with between **“INSERT THE NAME OF YOUR INSTITUTION”** and the **“INSERT THE PUBLIC ADMINISTRATION taking part in the agreement”**

Place and Date

BY AND BETWEEN

The **first party**, **“INSERT THE NAME OF YOUR ADMINISTRATION/INSTITUTION taking part in the agreement and n° of identification(VAT)”**, represented by Mr./Mrs . **“Insert name and position of the maximum responsible of your Administration”**, appointed by *Quote the law, decree, etc, according to what he is appointed.*

And **secondly**, **“INSERT THE PUBLIC ADMINISTRATION taking part in the agreement and n° of identification(VAT)”** represented by Mr./Mrs **“insert the name of representative and their position in the association/organization to whom they represent”** by *Quote the law, decree, etc, according to what he is appointed* “[...]”.

Both parties mutually recognize the legal capacity to enter into this document and

APPEAR

FIRST: The **“INSERT THE NAME OF YOUR ADMINISTRATION/INSTITUTION”** is **“insert the a description of your institution, functions, competences, etc”**.

SECOND: The **“INSERT THE PUBLIC ADMINISTRATION taking part in the agreement”** is **“insert description of the administration involved, functions and competences related with biomass”**.

THIRD: That the **“INSERT THE NAME OF YOUR ADMINISTRATION/INSTITUTION”** such as **“INSERT THE PUBLIC ADMINISTRATION taking part in the agreement”** agree to establish a partnership in the field of bioenergy.

And both parties recognizing competence and capacity to formalize this document state the following:



Partnership agreement model

FIRST. - PURPOSE OF THE AGREEMENT

The purpose of this agreement is to establish a framework for collaboration between **"INSERT THE NAME OF YOUR ADMINISTRATION/INSTITUTION"** and **"INSERT THE PUBLIC ADMINISTRATION taking part in the agreement"** for collaboration in forest bioenergy in order to strengthen the wooden biomass chain in **"insert the territory/scope where both institutions work"**.

TWO. - OBLIGATIONS OF THE PARTIES

A. The between **"INSERT THE NAME OF YOUR ADMINISTRATION/INSTITUTION"** is committed to:

- Let know **"INSERT THE PUBLIC ADMINISTRATION taking part in the agreement"** all the relevant information generated by PROFORBIOMED, both generated in and generated in other countries where similar pilot projects are done, subject to agreements between **"INSERT THE PUBLIC ADMINISTRATION taking part in the agreement"** and other PROFORBIOMED project partners, **under** the provisions of European regulations governing the development of projects implemented under the INTERREG MED and in particular those provisions results of confidentiality and disclosure of information.
- Promote the inclusion in the Technical Specifications Sheet for the contracting of silvicultural treatments (either pruning, olive pruning, pollarding, cleaning, cuttings, selective clearing and brushing-out) the obligation to set the destination of the forest wastes for energy biomass plants, preferably **"insert your Region/territory"**, without detriment to the fact that the debris should be left on the field in order to benefit flora and fauna.

The same foresights with regard to biomass energy plants will be included, as appropriate, in the Terms and Conditions for forest harvesting in public forests.

- Promote the development of technical documents of forest management of those forests, including private ones, liable to an energetic use of their timber and firewood, promoting, as appropriate, its recognition as a his statement if energy as a forest energetic plantations.
- Etc, etc.

B. **"INSERT THE PUBLIC ADMINISTRATION taking part in the agreement"** commits to:

- Disseminate the important information the PROFORBIOMED project will provide.
- Provide the **"INSERT THE NAME OF YOUR ADMINISTRATION/INSTITUTION"** with information on the location of activities related with wooden bioenergy in order to capitalize information.
- Boost the development of energy facilities for the production of electric power electricity production from biomass, including those that are fed with forest wastes and with plant species from energy crops.
- Implement, according to budgetary availability, a subsidies policy in order to promote the use of biomass as a renewable energy source, acting independently or in collaboration with the National Administration within the national plans, preferably by the signing of agreements with the **"\_\_\_\_\_"**. Such subsidies could also be provided in rural development plans in the case of energy supply and should be integrated into energy planning in order to achieve its full integration with the regional and national power electric system.



- Etc, etc.

C. It is also considered the possibility that this collaboration could be extended to other actions to be taken under the project PROFOBIOEMED, if it is mutually agreed by the parties.

In any case, these actions will be carried out respecting the agreements signed between **"INSERT THE NAME OF YOUR ADMINISTRATION/INSTITUTION"** and the other partners of the PROFORBIOMED project, in accordance with the provisions of European regulations governing the development and implementation of projects developed in the framework of the INTERREG MED.

### THREE. - MONITORING COMMITTEE

The Parties agree to establish a committee to monitor the present agreement consisting of two members, each signatory designating a person, being those initially proposed:

1. - By **"INSERT THE NAME OF YOUR ADMINISTRATION/INSTITUTION"**:

[...]

2. - By the **"INSERT THE PUBLIC ADMINISTRATION taking part in the agreement"**:

[...]

The functions of such Committee will be to monitor the implementation of the contents of the Agreement, ensuring compliance to what is set in it, and to interpret and solve the doubts and controversies that may arise. It may also make proposals for specific agreements according to the content planned under the second clause.

### FOUR. - Confidentiality and publication of results.

Each party agrees not to disclose, from any point and in any circumstances, the personal or confidential information to which they have access as a result of the implementation of the cooperation agreement.

The data and information obtained during the implementation of the agreement, and the final results will be confidential. When a party wishes to use partial or final results, in part or as a whole, for publication as an article, conference, etc., must request the consent of the other party in writing.

Should **"INSERT THE PUBLIC ADMINISTRATION taking part in the agreement"** decide to publish all or part of the results obtained in the framework of this agreement shall expressly mention the **"INSERT THE NAME OF YOUR**



**ADMINISTRATION/INSTITUTION** and require prior authorization.

Also, the **"INSERT THE NAME OF YOUR ADMINISTRATION/INSTITUTION"** may use partial or final results of the project, for scientific or educational purposes, as long as there is a specific mention of the support received from **"INSERT THE PUBLIC ADMINISTRATION taking part in the agreement"**.

#### FIVE. - Entry into force and duration.

This agreement will enter into force upon signature and shall be valid:

- For actions under *PROFORBIOMED* project until completion of the project, scheduled for November 2014.

The duration would be extended automatically assuming that, by the competent authority, the implementation period of the mentioned projects was extended.

#### SIX. - MODIFICATION AND TERMINATION.

The parties may modify or terminate the terms of this partnership at any time by mutual agreement. Either party may terminate this agreement by notifying the other party in writing six months before the date on which they assume complete.

The provisions of the fourth clause will remain after the termination of the collaboration agreement.

#### SEVEN. - JURISDICTION

The **"INSERT THE NAME OF YOUR ADMINISTRATION/INSTITUTION"** and **"INSERT THE PUBLIC ADMINISTRATION taking part in the agreement"** are committed to resolve amicably any dispute that may arise in the development of this agreement.

In the absence of mutual agreement, the administrative court is competent to decide on any dispute relating to this contract which arise between the two parties.

And in witness whereof the parties have signed copies of this document at the place and date indicated above.

By **"INSERT THE NAME OF YOUR ADMINISTRATION/INSTITUTION"**  
**ADMINISTRATION taking part in the agreement"**

By **INSERT THE PUBLIC**



## 4 Agreement with Associations (forest owners, biomass producers, association of enterprises, etc)

*Collaboration agreement framework with between “INSERT THE NAME OF YOUR INSTITUTION” and the “INSERT THE ASSOCIATION taking part in the agreement”*

This Collaboration Agreement (the “Agreement” hereinafter), having an Effective Date of \_\_\_\_\_, is made between “INSERT THE NAME OF YOUR ADMINISTRATION/INSTITUTION and n° of identification” (the “Administration” hereinafter) represented by Mr./Mrs. “Insert name and position of the maximum responsible of your Administration”, appointed by *Quote the law, decree, etc, according to what he is appointed*

and

“INSERT THE ASSOCIATION taking part in the agreement” the n° of commercial identification and date of registration, (the “Company” hereinafter) represented by Mr./Mrs. “Insert the name of representative and their position in the association/organization to whom they represent”

Place and Date

BY AND BETWEEN

The **first party**, “INSERT THE NAME OF YOUR ADMINISTRATION/INSTITUTION taking part in the agreement and n° of identification(VAT)”, represented by Mr./Mrs. “Insert name and position of the maximum responsible of your Administration”, appointed by *Quote the law, decree, etc, according to what he is appointed*.

And **secondly**, “INSERT THE ASSOCIATION taking part in the agreement and n° of identification(VAT)” represented by Mr./Mrs. “Insert the name of representative and their position in the association/organization to whom they represent” [...].

Both parties mutually recognize the legal capacity to enter into this document and

APPEAR

FIRST: The “INSERT THE NAME OF YOUR ADMINISTRATION/INSTITUTION” is “insert the a description of your institution, functions, competences, etc”.



SECOND: The “**INSERT THE PUBLIC ADMINISTRATION taking part in the agreement**” is “**insert description of the administration involved, functions and competences related with biomass**”.

THIRD: That the “**INSERT THE NAME OF YOUR ADMINISTRATION/INSTITUTION**” such as “**INSERT THE ASSOCIATION taking part in the agreement**” agree to establish a partnership in the field of bioenergy.

And both parties recognizing competence and capacity to formalize this document state the following:

FIRST. - PURPOSE OF THE AGREEMENT

The purpose of this agreement is to establish a framework for collaboration between “**INSERT THE NAME OF YOUR ADMINISTRATION/INSTITUTION**” and “**INSERT THE ASSOCIATION taking part in the agreement**” for collaboration in forest bioenergy in order to strengthen the wooden biomass chain in “**insert the territory/scope where both institutions work**” .

TWO. - OBLIGATIONS OF THE PARTIES

A. The between “**INSERT THE NAME OF YOUR ADMINISTRATION/INSTITUTION**” is committed to:

- Let know “**INSERT THE ASSOCIATION taking part in the agreement**” all the relevant information generated by PROFORBIOMED, both generated in and generated in other countries where similar pilot projects are done, subject to agreements between “**INSERT THE ASSOCIATION taking part in the agreement**” and other PROFORBIOMED project partners, **under** the provisions of European regulations governing the development of projects implemented under the INTERREG MED and in particular those provisions results of confidentiality and disclosure of information.
- Promote the inclusion in the Technical Specifications Sheet for the contracting of silvicultural treatments (either pruning, olive pruning, pollarding, cleaning , cuttings, selective clearing and brushing-out) the obligation to set the destination of the forest wastes for energy biomass plants, preferably “**insert your Region/territory**”, without detriment to the fact that the debris should be left on the field in order to benefit flora and fauna .

The same foresights with regard to biomass energy plants will be included, as appropriate, in the Terms and Conditions for forest harvesting in public forests.

- Promote the development of technical documents of forest management of those forests, including private ones, liable to an energetic use of their timber and firewood, promoting , as appropriate, its recognition as a his statement if energy as a forest energetic plantations.
- Etc, etc.

B. “**INSERT THE ASSOCIATION taking part in the agreement**” commits to:

If it were a Forest Owners Association:



- Promote among its partners the project management in order to foster the energy use of the biomass in the private forests by developing the appropriate silvicultural works that will be carried out with submission to the technical criteria established by the **"INSERT THE NAME OF YOUR ADMINISTRATION/INSTITUTION"**.
- Promote formalizing agreements among its partners, the forestry works companies and the energy biomass plants in the "insert the territory/scope where both institutions work" in order to ensure regular supply of wastes derived from silvicultural and the generation of steady employment.
- Disseminate the information the PROFORBIOMED project will provide.
- Etc, etc

If it were a Association of forest companies:

- Promote among its members the incorporation of new technologies in silvicultural treatments for the use of forest biomass for energy and the management of projects for the obtaining of subsidies for the acquisition of equipments and machinery for the extraction, crushing and baling.
- Develop plans for training in biomass energy silvicultural treatments for the staff of member companies and it will promote among them the hiring of workers the forest areas in order to generate employment in those places where they are located, trying to include as possible, people at risk of social exclusion.
- Promote the formalizing of agreements by its members with the forest owners and the biomass energy plants in the Region of Murcia in order to ensure regular supply of wastes derived from silvicultural and forestry works and to generate steady employment.
- Disseminate the information the PROFORBIOMED project will provide.
- Etc, etc

C. It is also considered the possibility that this collaboration could be extended to other actions to be taken under the project PROFORBIOMED, if it is mutually agreed by the parties.

In any case, these actions will be carried out respecting the agreements signed between **"INSERT THE NAME OF YOUR ADMINISTRATION/INSTITUTION"** and the other partners of the PROFORBIOMED project, in accordance with the provisions of European regulations governing the development and implementation of projects developed in the framework of the INTERREG MED.

### THREE. - MONITORING COMMITTEE

The Parties agree to establish a committee to monitor the present agreement consisting of two members, each signatory designating a person, being those initially proposed:

1. - By **"INSERT THE NAME OF YOUR ADMINISTRATION/INSTITUTION"**:

[...]



2. - By the "INSERT THE ASSOCIATION taking part in the agreement":

[...]

The functions of such Committee will be to monitor the implementation of the contents of the Agreement, ensuring compliance to what is set in it, and to interpret and solve the doubts and controversies that may arise. It may also make proposals for specific agreements according to the content planned under the second clause.

FOUR. - Confidentiality and publication of results.

Each party agrees not to disclose, from any point and in any circumstances, the personal or confidential information to which they have access as a result of the implementation of the cooperation agreement.

The data and information obtained during the implementation of the agreement, and the final results will be confidential. When a party wishes to use partial or final results, in part or as a whole, for publication as an article, conference, etc., must request the consent of the other party in writing.

Should "INSERT THE ASSOCIATION taking part in the agreement" decide to publish all or part of the results obtained in the framework of this agreement shall expressly mention the "INSERT THE NAME OF YOUR ADMINISTRATION/INSTITUTION" and require prior authorization.

Also, the "INSERT THE NAME OF YOUR ADMINISTRATION/INSTITUTION" may use partial or final results of the project, for scientific or educational purposes, as long as there is a specific mention of the support received from "INSERT THE ASSOCIATION taking part in the agreement".

FIVE. - Entry into force and duration.

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SIX. - MODIFICATION AND TERMINATION.



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The provisions of the fourth clause will remain after the termination of the collaboration agreement.

SEVEN. - JURISDICTION

The **"INSERT THE NAME OF YOUR ADMINISTRATION/INSTITUTION"** and **INSERT THE ASSOCIATION taking part in the agreement** are committed to resolve amicably any dispute that may arise in the development of this agreement.

In the absence of mutual agreement, the administrative court is competent to decide on any dispute relating to this contract which arise between the two parties.

And in witness whereof the parties have signed copies of this document at the place and date indicated above.

By **"INSERT THE NAME OF YOUR ADMINISTRATION/INSTITUTION"**  
**ADMINISTRATION taking part in the agreement."**

By **INSERT THE PUBLIC**

