

GRANT AGREEMENT

G-01-2021

EFI Network Fund, Towards A Harmonised European Forest Monitoring System

BETWEEN

on the one hand

European Forest Institute, Yliopistokatu 6B, 80100 Joensuu, Finland (“EFI”),

AND

on the other hand

the Coordinator, Beneficiary no 1,

[Official name in full], [Official address in full]

Beneficiary no 2,

[Official name in full], [Official address in full]

...

Beneficiary [order number],

[Official name in full], [Official address in full]

...

[Add Beneficiaries as needed]

The Coordinator and the other Beneficiaries are jointly referred to as “Beneficiaries”.

EFI and the Beneficiaries are together hereafter referred to as “Parties”, and individually as “Party”

Article 1 Subject

EFI awards a grant in the sum of EUR [sum] ([sum in letters] euro) for the Beneficiaries to jointly and severally implement the Study as described in the Study implementation plan (Annex 2). The grant is a lump sum grant.

If a Beneficiary does not implement its part of the Study, the other Beneficiaries are responsible for implementing this part (with no additional funding from EFI).

The Beneficiaries will ensure that they have the appropriate resources to implement the Study.

Results arising from the Study can be disclosed by the Beneficiaries in publications, conferences and similar, but EFI shall be informed beforehand of such plans.

The Coordinator must – during the implementation of the Study – be an EFI associate member, with its membership not being suspended. In addition, at least two of the other Beneficiaries must – during the implementation of the Study – be EFI associate members or EFI affiliate members, with their membership not being suspended.

Article 2 Reporting, coordination, and administration

The Coordinator will be the intermediary for all communication between the Beneficiaries and EFI. The Coordinator can be changed with the consent of EFI.

The Beneficiaries will submit technical reports for the following periods:

1. a mid-term technical report, covering implementation in 2021, to be submitted to EFI no later than 31 January 2022
2. a final technical report, covering the entire Study implementation period, to be submitted to EFI no later than 31 January 2023

The technical reports will be submitted using templates provided by EFI.

The Coordinator and EFI will – at EFI’s invitation – meet every three months to discuss the progress of the Study and synergies between the Study and other activities of EFI.

For administrative matters in relation to the Study and the grant, the Coordinator will liaise with EFI Research Support Officer Katriina Pajari, katriina.pajari@efi.int, or any other person as may be designated by EFI for this purpose.

Article 3 Payments

Payment of the grant will be made in the following instalments:

- Pre-financing payment: 50% upon this Agreement entering into force
- Final payment: 50% upon successfully completing the Study

All payments by EFI will be made to the bank account of the Coordinator.

Subject to the conditions in the preceding, payment shall be made by EFI within 60 calendar days from receiving the request for payment

Article 4 Intellectual Property Rights

‘Results’ means any output of the action, whether it can be protected or not, as well as any rights attached to it, including intellectual property rights.

Results from activities funded under this Agreement are owned by the Beneficiaries.

The Beneficiaries grant EFI an unlimited, worldwide, royalty-free, non-exclusive, irrevocable licence to use (including but not limited to publishing, printing and distributing) the results for the duration of intellectual property rights protection.

The Beneficiaries represents and warrants that all results are unique and original, are clear of any claims, and does not infringe upon the rights of any third parties.

Article 5 Visibility

The Beneficiaries must ensure appropriate visibility for the Study, and in particular that they have received funding for the Study from the European Forest Institute Network Fund. This may not be done in a way that will create any confusion regarding the Study being an activity of the Beneficiaries.

All publicity material, also for Study events arranged by the Beneficiaries, shall acknowledge that the Study was carried out "with funding by the European Forest Institute Network Fund" together with the emblem of EFI (the oak leaf with pine needles).

Publications, manuscripts, and similar results shall – in addition to emblem of EFI (the oak leaf with pine needles) –include the following statement: “This document has been produced with funding by the European Forest Institute Network Fund. The views expressed in the document do not necessarily represent those of the European Forest Institute”.

EFI will as required provide the Beneficiaries with the EFI emblem to be used for visibility.

Article 6 Conflict of interests

The Beneficiaries undertake to take all necessary action to prevent, avoid and resolve any situation where implementation of the Study is compromised for reasons of shared interest with another party.

EFI shall without delay be informed of any situation constituting or being likely to lead to a conflict of interest.

EFI reserves the right to verify that actions taken by the Beneficiaries are adequate and may require additional action to be taken, within a time limit that it shall set.

Article 7 Liability

The Beneficiaries will have sole responsibility for complying with any legal obligation incumbent on them.

EFI will not accept any responsibility or liability for any claims, debts, demands, damage or loss sustained by the Beneficiaries in implementing the Study except in the event of wilful misconduct or gross negligence on the part of EFI.

The Beneficiaries undertake to hold EFI harmless of all claims that any third party may present against EFI, including EFI's reasonable legal costs, to the extent the presented claim relates to fault or negligence that is duly at the responsibility of the Beneficiaries.

Article 8 Controls and audit

The Beneficiaries must, during the implementation of the Study and for a period of five years after implementation of the Study, provide EFI with any information requested in order to verify proper implementation of the Study and compliance with any other obligation under this Agreement.

The Beneficiaries must, for a period of five years after payment of the balance, keep records and other supporting documentation in order to prove the proper implementation of the Study and all costs relating to it.

Article 9 Reduction of grant and recovery of amounts paid

EFI can recover any amounts unduly paid to the Beneficiaries under this Agreement.

Amounts are considered unduly paid if any information given by the Beneficiary in its Application (Annex 1) proves to be false, or cannot be proven to the satisfaction of EFI, or any illegal or corrupt practices have been connected with negotiating, signing or executing this Agreement, in which case EFI can also recover any funds paid to the Beneficiaries.

The grant will be considered unduly paid if – during the implementation of the Study – (1) the EFI associate membership is suspended or terminated for the Coordinator, or (2) the EFI associate or affiliate membership is suspended or terminated for any of the other Beneficiaries, so that less than two of the other Beneficiaries have EFI associate or affiliate membership that is not suspended. In such case, the grant may be recovered from all Beneficiaries, not only the Beneficiary having had the EFI membership suspended or terminated.

Recovery will not affect the Beneficiaries' obligation to implement the Study as stated in article 1.

EFI can decide to reduce the grant in case of poor, partial, or late implementation by the Beneficiaries; this is without prejudice to EFI's right to suspend or terminate the Agreement.

Article 10 Accession of new Beneficiaries

In justified cases, the Beneficiaries may request the addition of a new Beneficiary. The request for amendment will be submitted by the Coordinator.

If the request for addition is accepted by EFI, the Parties will negotiate on the necessary amendments to the Agreement.

New Beneficiaries will assume the rights and obligations under the Agreement with effect from the date of their accession.

Article 11 Termination of participation

Termination of the participation of one or more Beneficiaries may be requested by the Coordinator, or in case of the Coordinator by another Beneficiary (acting on behalf of the other Beneficiaries).

EFI will agree to such a request at its own discretion.

Article 12 Suspension and Termination of the Agreement

EFI may suspend or terminate this Agreement if any information given in the Beneficiaries' Application (Annex 1) proves to be false, or cannot be proven to the satisfaction of EFI, or any illegal or corrupt practices have been connected with negotiating, signing or executing this Agreement.

EFI may suspend or terminate this Agreement if the Beneficiaries are in breach of this Agreement or if circumstances have made implementation of the Study impossible or not reasonable.

EFI may suspend or terminate this Agreement in case of poor, partial, or late implementation of the Study by the Beneficiaries.

EFI may suspend or terminate this Agreement if – during the implementation of the Study – (1) the EFI associate membership is suspended or terminated for the Coordinator, or (2) the EFI associate or affiliate membership is suspended or terminated for any of the other Beneficiaries, so that less than two of the other Beneficiaries have EFI associate or affiliate membership that is not suspended.

Article 13 Final provisions

This Agreement shall be governed by Finnish law, excluding its rules on conflict of laws.

The Parties shall seek to settle amicably any differences of opinion and disputes arising from or related to the implementation of this Agreement. Should this fail, any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof

EUROPEAN FOREST INSTITUTE – GRANT PROCESS

REF NO: G-01-2021

**TITLE: EFI NETWORK FUND, TOWARDS A HARMONISED EUROPEAN FOREST MONITORING SYSTEM
GRANT SUBMISSION GUIDELINES, ANNEX 5, MODEL GRANT AGREEMENT**

shall be finally settled in accordance with the Arbitration Rules of the Finland Chamber of Commerce. Article 36 on Interim measures of protection shall not apply. The language of the proceedings shall be English. The place of arbitration shall be Helsinki, Finland.

Any modification to this Agreement must be in writing and be duly signed by the Parties to be valid.

This Agreement shall enter into force on the date when the last of the Parties sign.

The following annexes form an integral part of this Agreement:

Annex 1 Application

Annex 2 Study implementation plan

This Agreement is made in two originals, one for each Party.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this Agreement.

On behalf of EFI

Name: Marc Palahí

Position: Director

Signature: _____

Date: _____

On behalf of the Beneficiaries

Name: [name]

Position: [position]

Signature: _____

Date: _____