

Grant agreement

G-02-2022/[no.]

Development of Forest Monitoring capacities in Ukraine

BETWEEN

Name, address (“Beneficiary”)

AND

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

1. EFI awards a grant to the Beneficiary in the sum of EUR 30,000 (thirty thousand euro) to implement the activities as stated in the Description of activities (annex 2), hereinafter referred to as “Activities”.
2. Implementation period for the Activities is [start date – end date]. EFI can grant an extension to the implementation period by notification to the Beneficiary.
3. Beneficiary will submit the following reports on the implementation of Activities:
 - an interim report, covering the first half of the implementation period
 - a final report, covering the entire implementation period, to be submitted to EFI no later than one month after end of the implementation period

The reports will be submitted using templates provided by EFI.

Beneficiary grants EFI a unlimited, worldwide, royalty-free, non-exclusive, irrevocable licence to use (including but not limited to publishing, printing and distributing) the reports, for the duration of intellectual property rights protection. Beneficiary warrant and represent that the reports do not infringe or violate any intellectual property or other rights.

4. The grant will be paid by EFI in the following instalments, and following written requests for payment by Beneficiary:
 - 40% upon entry into force of the agreement
 - 40% upon approval by EFI of the mid-term report
 - 20% upon approval by EFI of the final report

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

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

Amounts are considered unduly paid if any information given by a Beneficiary in its Application (Annex 1) or otherwise as part of the grant process proves to be false 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 Beneficiary.

6. EFI can recover the grant if any information given by the Beneficiary in its Application (Annex 1) proves to be false, cannot be proven to the satisfaction of EFI, or any illegal or corrupt practices have been connected with negotiating, signing or executing this Agreement.

7. Beneficiary undertake to take all necessary action to prevent, avoid and resolve any situation where implementation of the Activities is compromised for reasons of shared interest with another party ("conflict of interests").

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

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

8. Beneficiary will have sole responsibility for complying with any legal obligation incumbent on it.

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

Beneficiary 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 Beneficiary.

9. EFI may suspend or terminate this Agreement if the Beneficiary is in breach of this Agreement or if circumstances have made implementation of the Activities impossible or not reasonable.

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

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

11. 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 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.

12. Any modification to this Agreement has to be in writing and be duly signed by the Parties to be valid.
13. 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 Description of activities

Beneficiary

Date

Name

Signature

On behalf of EFI

Date

Name, position

Signature