

GRANT AGREEMENT

[ref. no.]

Bioregions Open Innovation Challenge 2022

BETWEEN

on the one hand

European Forest Institute, Yliopistokatu 6, 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 no 3,]

[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 [Beneficiary][the Beneficiaries] are together hereafter referred to as “Parties”, and individually as “Party”

Article 1 Subject

EFI awards a grant in the lump sum of EUR 7,000 (Seven thousand euro) to the [Beneficiary][Beneficiaries] to develop a solution to a challenge as described in the Activity plan (annex 2), hereinafter referred to as the Activities.

Grant implementation period is from entry into force of this agreement and for a period of nine months. EFI can grant extension to the project implementation period by notification to [Beneficiary][Coordinator]. Such notification can also grant corresponding extensions to implementation of Activities, the reporting period, and submission of report.

[Beneficiary][Beneficiaries] must fulfil eligibility criteria E1 in the Grant submission guidelines for the entire Grant implementation period.

[The Beneficiaries will jointly and severally implement the Activities as described in the Activity plan (annex 2).]

[Beneficiary][Beneficiaries] ensure that [it has][they have] sufficient operational capacity, as well as stable and sufficient resources, to successfully implement the Activities, and will in support of this provide documentation as requested by EFI, and within a reasonable deadline as set by EFI.

[Beneficiary][Beneficiaries] will submit a report on the implementation of the activities, covering the entire Grant implementation period, to be submitted to EFI no later than one month after end of the Grant implementation period

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

Article 2 Payments

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

1. Pre-financing payment: EUR 3,500 upon the Project implementation period starting
2. Final payment: EUR 3,500 upon submission of the report on the implementation of the activities

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

Article 3 Conflict of interests

[Beneficiary undertakes][Beneficiaries undertake] 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.

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 [Beneficiary][Beneficiaries] are adequate and may require additional action to be taken, within a time limit that it shall set.

Article 4 Liability

[Beneficiary][Beneficiaries] will have sole responsibility for complying with any legal obligation incumbent on [it][them].

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

[Beneficiary undertakes][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 [Beneficiary][Beneficiaries].

Article 5 Controls and audit

[Beneficiary][Beneficiaries] must provide any information requested in order to verify proper implementation of the Activities and compliance with any other obligation under this Agreement.

The Beneficiaries must — for a period of five years after the payment of the balance (or until the end of review procedures, as applicable) — keep records and other supporting documentation in order to prove the proper implementation of the action and the costs they declare as eligible.

Article 6 Data protection

[Beneficiary][Beneficiaries] shall ensure appropriate protection of personal data in accordance with the legislation applicable to the [Beneficiary][Beneficiaries], but shall in any case always ensure that personal data is:

- processed lawfully, fairly and in a transparent manner in relation to the data subject; collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- accurate and, where necessary, kept up to date;

- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; and
- processed in a manner that ensures appropriate security of the personal data.

Personal data means any information relating to a natural living person that is identified or who is reasonably likely to be identified (*data subject*).

Article 7 Reduction of grant and recovery of amounts paid

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

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

Amounts are considered unduly paid if any information given by [Beneficiary][Beneficiaries] 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 [Beneficiary][Beneficiaries].

Article 8 Accession of new Beneficiaries

In justified cases, [Beneficiary][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 9 [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 10 Termination of the Agreement

EFI may suspend or terminate this Agreement if [Beneficiary is][Beneficiaries are] in breach of this Agreement, if circumstances have made implementation of the Activities impossible or not

reasonable, or if any information given by [Beneficiary][Beneficiaries] 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 [Beneficiary][Beneficiaries].

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

Article 11 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 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 has to 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 Activity plan

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

On behalf of EFI

Name:

Position:

Signature:

Date:

On behalf of [Beneficiary][Coordinator]

Name:

Position:

Signature:

Date: