

CONTRACT

ref. order number/cost centre/year

Subject matter title

BETWEEN

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

with contact details: email

on the one hand

AND

Name in full, Address in full ("Contractor")

with contact details: email; phone number

on the other hand

together hereafter referred to as "Parties", and individually as "Party"

SPECIAL CONDITIONS

Article 1 Subject

- 1.1. This Contract has been awarded following procurement process EFI Procurement reference number 14-15.2-2021 COCOA. The Invitation to tender and the Tender specifications are annexed as Annex 2.
- 1.2. Contractor undertakes to perform the tasks/services and submit output/deliverables as specified in the Tender specifications (Annex 2). Unless otherwise stated in the Terms of Reference (Annex 2) all deliverables will be in English.
- 1.3. Implementation period for this contract is:

Start date for implementation	End date for implementation
Entry into force of contract	

1.4. The tasks/services under this Contract will be performed by the following Expert(s):

Full name (and position if needed)

1.5. Contractor may subcontract tasks/services under this Contract as follows below, and no further subcontracting is allowed:

Subcontractor	Tasks

Article 2 Price

2.1. The maximum total amount, excluding value-added tax (VAT), to be paid by EFI under this Contract (“Contract price”) is:

EUR (in numbers)	EUR (in letters)

EFI will in addition to the Contract price, pay value-added tax (VAT) as applicable.

If Contractor is based in the European Union, other than in Finland, Contractor shall – due to EFI being VAT exempt – present all invoices excluding VAT.

Upon receipt of a correct invoice, EFI will provide Contractor with documentation on the VAT exemption.

2.2. Reimbursables The Contract price covers performance of all tasks/services and delivery of all outputs/deliverables under the Contract, as further specified in the Terms of reference (Annex 2), and the Budget (Annex 4). Contractor will make all travel arrangements needed for performance of the tasks. No transfers within the Budget (Annex 4) are allowed unless agreed with EFI in writing.

2.3. EFI will execute payments of the Contract price in the following instalments:

Instalment	Conditions for payment

2.4. All payments from EFI to the Contractor shall be made to the following bank account:

Account holder:	
Bank name:	
SWIFT-BIC:	
IBAN:	
Outside EU-> Branch address:	
Outside EU-> Account number:	
USA-> ABA routing number (9 digits):	
Canada-> Bank transit number (8 digits):	

- 2.5. To allow for payment by EFI of an instalment, Contractor will submit an invoice stated in euro. Contractor will seek instructions from EFI on how to submit the invoice.

Article 3 Donor visibility

- 3.1. Any document or publication made by the Contractor under this Contract shall include the following disclaimer: “This document has been produced with the financial assistance of Sweden. The views expressed herein can in no way be taken to reflect the official opinion of Sweden”.

Information given to the press, all related publicity material, official notices, reports and publications shall acknowledge that the tasks were carried out and the documents produced “with funding by Sweden” and shall display in an appropriate way the Swedish aid logo.

The Contractor shall furthermore take all other appropriate measures to publicize the fact that the tasks have been commissioned by the European Forest Institute, which is funded by Sweden and EFI.

Article 4 Final provisions

- 4.1. This Contract consists of these Special conditions and its annexes. The following documents are annexed to these Special conditions and form an integral part of this Contract:
- Annex 1: General conditions
 - Annex 2: Invitation to tender and Tender specifications
 - Annex 3: The Contractor’s tender
 - Annex 4: Budget
- 4.2. In event of a conflict between the Special conditions and the annexes, or between the annexes, the Special conditions will take precedence over the annexes, and an annex with a lower number will take precedence over an annex with a higher number.
- 4.3. Any modification to this Contract has to be in writing and be duly signed by the Parties to be valid.

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

On behalf of EFI

Name:

Position:

Signature: _____

Date: _____

On behalf of Contractor

Name:

Position:

Signature: _____

Date: _____

Annex 1: General conditions

Article 1 Performance of tasks

- 1.1. The Contract shall be performed under the highest professional standards.
- 1.2. Where one or more Experts have been identified in the Special conditions, the tasks/services will be exclusively performed by that or those Experts.

No change of Contractor's staff identified as an Expert performing tasks under this Contract can be made without the prior written consent of EFI. Should it become necessary to replace any person identified as an Expert performing tasks under this Contract, Contractor will ensure that the Expert is replaced with a person of equal or better qualifications and experience.
- 1.3. Contractor will ensure that any person working under this Contract has the professional qualifications and experience necessary to carry out assigned tasks.
- 1.4. Neither Contractor nor any person performing tasks under the Contract shall represent EFI or behave in a way that would give such an impression.
- 1.5. Nothing in this Contract is intended to make, nor shall it make, EFI the employer of Contractor or of any person performing tasks under the Contract.
- 1.6. All communication between the Parties relating to administration of the Contract will be in English.
- 1.7. Contractor will make all travel arrangements needed for performance of the tasks.

Article 2 General payment terms

- 2.1. The currency for the Contract is euro (EUR). When necessary, costs shall be converted to euro using the monthly accounting rate for the month in which the cost is incurred as stated on <http://ec.europa.eu/budget/inforeuro/>.
- 2.2. Payment shall be made by EFI within 14 calendar days from receiving invoice, but in any case only following approval of output/deliverables, when such approval is a precondition for payment.
- 2.3. The obligation for EFI to make payments under the Contract shall end eighteen (18) months after the end of the implementation period, unless the Contract is terminated before that in accordance with these General conditions.
- 2.4. The Parties shall bear their own costs for any service fees charged by banks or other financial institutions when payments under this Contract are sent or received. Contractor shall however bear all costs charged to EFI by banks and other financial institutions when EFI is unable to transmit payments to Contractor due to incomplete or incorrect banking details given by Contractor or for other reasons independent of EFI. EFI may deduct such costs from payments due to Contractor under this Contract.

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- 2.5. Contractor undertakes to refund to EFI any amounts paid by EFI to Contractor for tasks to be performed and outputs to be delivered which at the date of termination of this Contract have not been performed or delivered (“amounts paid in advance”). Contractor undertakes to refund to EFI amounts paid in advance, within seven (7) days of termination of this Contract. EFI may recover the balance of any amounts paid in advance not refunded as a debt due and payable by Contractor to EFI.
- 2.6. The Contract price is all-inclusive and EFI will therefore not in addition to this price pay any taxes, costs relating to social security or similar costs. Contractor is liable for, and shall pay taxes, social security contributions and any other charges in accordance with legislation applicable to Contractor.
- 2.7. Contractor commits to respect applicable legislation with regard to any payment received from EFI, in particular regarding taxation, social security matters and working rights. EFI may inform any tax authority or other authority about any payment made under this Contract.

Article 3 Accounts, archiving, access and financial checks

- 3.1. Contractor shall keep accurate, systematic, and regular records and accounts of the implementation of the Contract, ensuring accurate, complete, reliable and timely information. Financial transactions and financial statements shall be subject to Contractor’s internal and external auditing procedures.
- 3.2. Contractor shall allow EFI, or any their authorised representatives, to conduct desk reviews and on-the-spot checks in relation to the Contract on the basis of supporting accounting documents and any other document related to Contract. Contractor will cooperate to the fullest extent with such desk reviews and on-the-spot checks.
- 3.3. For a period of 7 years from the end date for implementation and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim, has been disposed of, Contractor shall keep and make available all relevant financial information (originals or copies) related to the Contract.

Article 4 Financial reporting

- 4.1. The Contractor shall submit a brief and precise financial report with all requests for payment (invoices), except for in relation to pre-payments.
- 4.2. All financial reports shall:
 - be stated in English;
 - be laid out in such a way as to allow comparison with the Budget (Annex 3). The level of detail should match that of the Budget. The final financial report shall also include a summary of all fees, reimbursable cost and per diems claimed under this Contract; and

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- include copies of the supporting documentation related to the reimbursement of costs and payment of per diem;
- 4.3. The final financial report shall in addition to the requirements in article 3.2. include a declaration by an accountant, confirming that the financial report is based on official bookkeeping and the costs have been incurred in accordance with the terms set to their use in this Contract with EFI, and the provisions thereof.
- 4.4. The Contractor can instead of submitting the declaration foreseen in article 3.3. send EFI all originals of supporting documentation, relating to claims for reimbursement of costs and per diem under this Contract.
- 4.5. The Contractor shall provide further information in relation to any financial report or parts of it if requested by EFI, within a time limit that EFI shall set. If such further information is not provided by the Contractor within this time limit, EFI shall be absolved from any obligation to make payments relating to that financial report.

Article 5 Eligibility of fees, per diem and reimbursable costs

5.1. General

- 5.1.1. Fees, per diem and reimbursable costs must, to be considered eligible under this Contract, have been incurred during the implementation period for the Contract.
- 5.1.2. Fees, per diem and reimbursable costs are not eligible while performance under the Contract is suspended.

5.2. Fee

- 5.2.1. The fee is all-inclusive; EFI however pays per diem and reimburses costs according to the provisions below where such per diem and reimbursable costs are identified in the Budget (Annex 4).
- 5.2.2. Fees shall, to be considered eligible, be recorded in time sheets or similar documentation.

5.3. Reimbursable costs

- 5.3.1. To be considered eligible for reimbursement, costs have to be:
- actually incurred, individually identifiable and verifiable, as backed by copies of supporting evidence, as the case may be in the Contractor's official bookkeeping; this means that no lump sums will be eligible for reimbursement;
 - necessary in order to perform the tasks as specified in the Terms of Reference (Annex 2); and
 - cost effective and providing value for money
- 5.3.2. The following costs are never eligible for reimbursement:

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- costs for excess baggage;
 - costs that are covered by the per diem; and
 - costs that are covered from a source other than this Contract
- 5.3.3. Travel tickets are reimbursed by EFI up to the cost of economy class level on basis of the most cost efficient itinerary, taking into account ticket price, travel duration, number of connections and safety of the transporting company.
- 5.3.4. For travel tickets, EFI requires the following documentation as supporting evidence: copies of tickets or electronic reservation, invoices and boarding cards. This documentation must clearly show the class of travel used, the time of travel and the amount paid.
- 5.4. **Per diem**
- 5.4.1. Per diem is paid when the tasks to be performed by an Expert, as stated in the Terms of Reference (Annex 2), are performed more than fifty (50) kilometres away from the Expert's normal place of work.
- 5.4.2. Full per diem is paid if performance of the tasks requires an overnight stay away from the normal place of work and the overnight stay has been in a hotel (or equivalent). 50% of the per diem is paid if performance of the tasks does not require an overnight stay away from the normal place of work or if a required overnight stay away from the normal place of work has not been in a hotel (or equivalent).
- 5.4.3. A full per diem will cover accommodation, meals, local travel (including, but not limited to, travel to and from airports) and sundry expenses. 50% per diem will cover meals, local travel (including, but not limited to, travel to and from airports) and sundry expenses.
- 5.4.4. A per diem concerns one day of travel. A day of travel is 24 hours from the beginning of the travel, or 24 hours from the end of the preceding day of travel.
- 5.4.5. The Contractor shall provide EFI with documentation supporting a claim for a certain per diem.

Article 6 Results and Intellectual Property Rights to Results

- 6.1. *Result* will mean any tangible or intangible output, whatever its form and whether or not it can be protected, that is generated under the contract.
- 6.2. Ownership to all *result*, and ownership to all intellectual property rights attached to it (other than rights addressed below in article 6.5.), will be vested in EFI.
- 6.3. Contractor represents and warrants that all *result* under this Contract is unique and original, is clear of any claims, and does not infringe upon the rights of any third parties.
- 6.4. Contractor furthermore represents and warrants that EFI's use of the *result* is not in any way restricted or subject to payments other than the Contract price.

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- 6.5. Contractor licenses all intellectual property rights to material, documents, technology or know-how (other than commercial off-the-shelf products), needed to use *result*, to EFI on an unlimited, sub-licensable, royalty-free, worldwide, non-exclusive basis, for the duration of intellectual property rights protection. Contractor represents and warrants that this does not infringe upon the rights of any third parties.
- 6.6. Contractor agrees to cooperate with EFI, at EFI's expense, in obtaining statutory protection for *result*.

Article 7 Conflict of interest

- 7.1. Contractor shall when performing the tasks act in the best interests of EFI, safeguarding EFI's good reputation and reliability.
- 7.2. Contractor undertakes to take all necessary action to prevent, avoid and resolve any conflict of interest.
- 7.3. There is a conflict of interest where the impartial and objective exercise of the functions of any person implementing the Contract is compromised for reasons of shared interest with a third party.
- 7.4. EFI shall without delay be informed of any situation constituting or being likely to lead to a conflict of interest.
- 7.5. EFI reserves the right to verify that the action taken by Contractor to prevent, avoid and resolve conflict of interest is adequate and may require additional action to be taken, within a time limit that it shall set.

Article 8 Code of conduct

- 8.1. Contractor and its staff shall at all-time act impartially as well as with appropriate discretion, and shall refrain from making any public statements concerning the project or the services without the prior approval of EFI.
- 8.2. Contractor and its staff shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the country where the services are rendered.
- 8.3. Contractor shall respect human rights and applicable environmental legislation (including multilateral environmental agreements), as well as international core labour standards, in relation to the services to be rendered.
- 8.4. Contractor or any of its staff shall not receive or agree to receive from any person or offer or agree to give to any person or procure for any person, gift, gratuity, commission or consideration of any kind as an inducement or reward for performing or refraining from any act relating to the performance of the contract or for showing favour or disfavour to any person in relation to the contract. Contractor shall comply with all applicable laws, regulations and codes relating to anti-bribery and anti-corruption, and shall not support

activities that contribute to money laundering, terrorism financing, tax avoidance, tax fraud or tax evasion.

- 8.5. The payments to Contractor under the contract shall constitute the only income or benefit it may derive in connection with the contract. Contractor and its staff must not exercise any activity or receive any advantage inconsistent with their obligations under the contract.
- 8.6. Contractor confirms that it has not engaged in, nor will engage in, any corrupt, fraudulent, collusive, coercive, unethical or obstructive practices in entering into or implementing this Contract.
- 8.7. Contractor shall respect all applicable national legislation related to Contractor's activities.
- 8.8. Contractor will especially ensure that its obligations under this article also applies to any subcontractor.

Article 9 Exclusion from access to funding

- 9.1. Contractor warrants and ensures that neither it, nor any person having powers of representation, decision-making or control over it or a member of their administrative, management or supervisory body have been the subject of a final judgment or of a final administrative decision for one of the following reasons:
 - bankruptcy, insolvency or winding-up procedures
 - breach of obligations relating to the payment of taxes or social security contributions
 - grave professional misconduct, including mis-representation
 - fraud
 - corruption
 - conduct related to a criminal organisation
 - money laundering or terrorist financing
 - terrorist offences or offences linked to terrorist activities
 - child labour and other trafficking in human beings
 - irregularity
 - creating or being a shell company
- 9.2. Contractor will at EFI's request provide EFI with official documents from the authorities in the country where Contractor is established that none of the cases specified above applies to it.
- 9.3. EFI may with immediate effect terminate the contract if Contractor is found to be in breach of the preceding paragraphs, in which case EFI can also recover all sums paid to the Contractor. Before EFI terminates the contract, Contractor shall be given a chance to submit its observations and clarifications to EFI, subject to a deadline as decided by EFI.

Article 10 Data protection

- 10.1. Contractor shall ensure appropriate protection of personal data in accordance with the legislation applicable to Contractor, especially 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.

Article 11 Confidentiality

- 11.1. All information in whatever form or mode of transmission, which has been disclosed by EFI to Contractor in connection with the performance of this Contract and which has been explicitly indicated as confidential, or when disclosed orally, has been identified as confidential at the time of disclosure is "Confidential Information". All results under the Contract, in whatever form, are also "Confidential Information".
- 11.2. Contractor hereby undertakes to use Confidential Information only for the purpose of performance of tasks as stated in Annex 2. Contractor furthermore undertakes not to disclose Confidential Information to any third party without the prior written consent by EFI.
- 11.3. The above stated obligations shall not apply for disclosure or use of Confidential Information, if and in so far as the Contractor can show that:
- EFI subsequently has released the Contractor its confidentiality obligations according to this article;
 - the Confidential Information has become publicly available by means other than a breach of the Contractor's confidentiality obligations;
 - the disclosure of Confidential Information is required in order to comply with applicable laws or regulations.
- 11.4. All Confidential Information must be stored and handled by Contractor so that no unauthorized person has access to it and must be returned to EFI upon completion of the tasks under this Contract or the termination of this Contract.
- 11.5. The Contractor shall be bound by the above stated confidentiality also after completion of the tasks under this Contract or termination of this Contract for a period of five (5) years from the time of such completion or termination.

Article 12 Visibility

- 12.1. Contractor shall follow any instructions given by EFI relating to visibility for the tasks and output under this Contract, including the use of specific disclaimers.
- 12.2. EFI will as needed provide the Contractor with logos, texts and emblems to be used for visibility. The Contractor may not use any other logos, texts and emblems without EFI's written approval.
- 12.3. Contractor may not use the name *European Forest Institute*, the abbreviation *EFI*, or the emblem of EFI (*the oak leaf with pine needles*) without EFI's written approval.

Article 13 Liability

- 13.1. Contractor shall have sole responsibility for complying with any legal obligation incumbent on it.
- 13.2. EFI will not accept any responsibility or liability for any claims, debts, demands, damage or loss sustained by Contractor in performance of this Contract except in the event of wilful misconduct or gross negligence on the part of EFI.
- 13.3. Contractor undertakes to hold EFI harmless of all claims that any third party may present against EFI, including EFI's reasonable legal costs to defend against such claims, to the extent the presented claim relates to fault or negligence that is duly at the responsibility of Contractor.

Article 14 Subcontracting and Assignment of rights and obligations

- 14.1. Contractor shall not without EFI's prior written consent subcontract any tasks under this Contract nor cause this Contract to be performed in fact by third parties.
- 14.2. Where EFI has approved subcontracting of tasks under this Contract, Contractor shall still be bound by the obligations of under this Contract. EFI will treat all contractual matters exclusively with Contractor, whether or not individual tasks are performed by a subcontractor. Contractor can under no circumstances avoid liability towards EFI on the grounds that the subcontractor is at fault.
- 14.3. Contractor shall ensure that the subcontracting of tasks under this Contract does not affect the rights and guarantees to which EFI is entitled by virtue of this Contract, and that the conditions applicable to it under this Contract also are applicable to any third party performing tasks under the Contract.
- 14.4. Contractor may not without the prior written consent of EFI assign or transfer any rights or obligations under this Contract. This shall also apply where Contractor's legal identity has changed as a result of a takeover, merger or for any other reason. Any unauthorized assignment of rights or obligations shall have no effect on EFI.

Article 15 Liquidated damages

- 15.1. If Contractor does not deliver output on time EFI is entitled to liquidated damages from the date on which delivery should have taken place.
- 15.2. The liquidated damages shall be payable in the amount of 0.5 % (zero point five percent) of the Contract price for each calendar day of delay.
- 15.3. The liquidated damages become due at EFI's written demand.
- 15.4. EFI may deduct liquidated damages that are due from any payment due to Contractor under this Contract.

Article 16 Termination and suspension

- 16.1. EFI may by written notice, with immediate effect, terminate the Contract if EFI determines that circumstances make it impossible or excessively difficult to continue implementation of the Contract.
- 16.2. If EFI determines that circumstances only temporarily make it impossible or excessively difficult to continue implementation of the Contract EFI may by written notice, with immediate effect, suspend performance under the Contract. Any such suspension shall be in force until EFI notifies otherwise and is without prejudice to EFI's rights according to the preceding article. The Contractor shall resume performance under the Contract when thus notified in writing by EFI. The Parties shall, before the Contractor resumes performance, negotiate on ways to implement the Contract, taking the impact of the suspension into consideration.
- 16.3. EFI may by written notice with immediate effect terminate this Contract where:
 - Contractor or any subcontractor is declared bankrupt, is having its affairs or person administered by the courts, has entered into arrangements with creditors or has suspended its business activities, or is the subject of proceedings concerning such matters;
 - Contractor is in breach of its obligations regarding Confidentiality or regarding Subcontracting and Assignment of Rights and Obligations;
 - Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after having been given the opportunity to remedy the failure, remains in breach of its contractual obligations; or
 - Contractor is in breach of its obligations regarding Code of conduct, in which case EFI can also recover any sums paid to the Contractor under the Contract.
- 16.4. No damages will be paid to the Contractor in case the Contract is terminated or suspended.
- 16.5. Termination shall not affect any accrued rights or liabilities of a Party at the time of termination.

Article 17 Applicable law and dispute settlement

- 17.1. This Contract shall be governed by Finnish law, excluding its rules on conflict of laws.
- 17.2. The Parties shall seek to settle amicably any differences of opinion and disputes arising from or related to the implementation of this Contract. Should this fail, any dispute, controversy or claim arising out of or relating to this Contract, 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.

Article 18 Privileges and immunities

- 18.1. Nothing in this Contract or in any document or arrangement relating thereto shall be construed as conferring any privileges or immunities of, or relating to, EFI on Contractor or any person performing tasks under the Contract.
- 18.2. Nothing in the Contract may be interpreted as a waiver of any privileges or immunities accorded to EFI by its constituent documents or international law.

Annex 2

Invitation to tender and Tender specifications

Annex 3

The Contractor's tender

Annex 4

Budget