GRANT AGREEMENT

G-03-2026-[no]

EFI Network Fund call 2026

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")]

Beneficiary no 2,

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

…

Beneficiary no 3,

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

…

Beneficiary no 4,

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

…

Beneficiary no 5,

[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"

SPECIAL CONDITIONS

Article 1 Grant and Project

EFI awards a grant in the amount of EUR [sum] [sum in letters] to the Beneficiaries, to implement the Project as described in the Project plan (annex 2).

The Beneficiaries will jointly and severally implement the Project as described in the Project plan (annex 2). If one of the Beneficiaries fails to implement their part of the Project, the other Beneficiaries must ensure that this part is implemented by someone else, without being entitled to an increase of the maximum grant amount and subject to an amendment.

Project implementation period is [actual starting month] and for a period of [months] months]. EFI can grant an extension to the project implementation period by written notification to the Beneficiaries. Such notification can also grant corresponding extensions to activities, reporting periods, and submission of reports.

Deliverables are to be submitted to EFI in accordance with the timing set out in Project plan (annex 2).

The Beneficiaries must implement the Project in compliance with the provisions of the Agreement, the call conditions and all legal obligations under applicable EU, international and national law.

The Beneficiaries ensure that they have sufficient operational capacity, as well as stable and sufficient resources, to successfully implement the Project as stated in Annex 2 and will in support of this provide documentation as requested by EFI, and within a reasonable deadline as set by EFI.

All Beneficiaries must during the implementation period of the Project remain an EFI Associate Members or EFI Affiliate Member, with its membership not being suspended.

Article 2 [Cooperating participants

The following entities which cooperate with the Beneficiaries will participate in the Project as 'Cooperating participants:

Cooperating participant no 1,
[Official name in full], [Official address in full]

[*add Cooperating participants as needed*]

Cooperating participants must implement the tasks attributed to them in Annex 2. They are not eligible for funding under this Agreement.

The Beneficiaries must ensure that their contractual obligations also apply to the Cooperating participants.]

Article 3 Reporting

The Beneficiaries will submit technical reports for the following periods:

1. an interim technical report, covering the first [project mid-point month] months of Project implementation, to be submitted to EFI no later than [project mid-point month plus one month] months after start of the Project implementation period
2. a final technical report, covering the entire Project implementation period, to be submitted to EFI no later than one month after end of the Project implementation period

The Beneficiaries will, if requested by EFI, also submit checkpoint reports.

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

The Beneficiaries must submit to EFI any documents or information required by EFI to assess the interim technical report or final technical report, or the Beneficiaries' compliance with their obligations under this Agreement.

Article 4 Payments

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

1. Pre-financing payment: EUR [sum], equalling 35% of the maximum amount of the grant, upon the Project implementation period starting
2. Interim payment: EUR [sum], equalling 25% of the maximum amount of the grant, upon approval by EFI of the interim technical report
3. Final payment: EUR [sum], equalling 40% of the maximum amount of the grant, upon approval by EFI of the final technical report

If the interim technical report or final technical report cannot be approved, EFI will provide the Beneficiaries with its comments with actions to allow for approval.

To allow for payment by EFI of an instalment, the Beneficiaries will submit a request for payment, as further instructed by EFI.

Payment will be made within 30 calendar days of approval of the respective technical report.

Pre-financing payment will be made within 30 calendar days of the Agreement entering into force.

Article 5 Consortium

The Coordinator will act as the single contact point with the European Forest Institute for administrative and financial aspects of the Project and Grant. The Coordinator can be changed with the consent of EFI.

It is the task of the Coordinator to:

(i) monitor that the Project is implemented properly

(ii) act as the intermediary for all communications between the consortium and EFI

(iii) submit the deliverables and reports to EFI

(iv) issue any requests for payment related to the Grant on behalf of the Beneficiaries,

(v) receive payments by the European Forest Institute related to the Grant, and distribute the payments received from EFI to the Beneficiaries

The Coordinator will distribute the grant among the Beneficiaries.

The Beneficiaries must have internal arrangements, regarding their operation and co-ordination, to ensure that the project is implemented properly.

Article 6 Data and results – Open access

The Project must be implemented following FAIR and open data availability principles[1].

Data and results from the supported activities under the Project must be made available open access upon completion of the Project at the latest.

Article 7 Monitoring

EFI will appoint a grant manager to monitor and liaise with the Beneficiaries on a regular basis throughout the duration of the Project.

The Beneficiaries will continuously keep the EFI grant manager informed about the progress of the Project activities. The Beneficiaries must especially inform EFI immediately of events which are likely to affect or delay the implementation of the activities, including changes in their legal, financial, technical, organisational situation, or compliance otherwise with requirements under the Agreement, as well as remedial steps taken and planned.

Article 8 Principles for funding and Exclusion from funding

Beneficiaries ensure that:

(i) The Grant, if awarded, will not fund activities or operating costs already funded from another source.

(ii) The Grant, if awarded, will not have the purpose or effect of producing a profit for any Beneficiary.

(iii) The Grant, if awarded, will not fund activities that have already been completed prior to the entry into force of the grant agreement.

(iv) Every Beneficiary complies with the principle of sound financial management in its activities.

Sound Financial Management is the principles of economy (resources used in the pursuit of the implementation of the activities funded by the grant shall be made available in due time, in appropriate quantity and quality and at the best price), effectiveness (the attainment of the specific objectives and the

[1] Wilkinson, M. D. et al. The FAIR Guiding Principles for scientific data management and stewardship. Scientific Data 3, 160018, doi:10.1038/sdata.2016.18 (2016).

achievement of the intended results) and efficiency (the best relationship between resources employed and results achieved).

(v) Every Beneficiary meets internationally accepted standards for internal control, accounting and external audit.

Internal control are the processes, applicable at all levels of management, designed to provide reasonable assurance of achieving the following objectives: a) effectiveness, efficiency and economy of operations; b) reliability of reporting; c) safeguarding of assets and information; d) prevention, detection, correction and follow-up of fraud and irregularities; e) adequate management of the risks relating to the legality and regularity of the financial operations.

(vi) Neither the Beneficiaries 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 any 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.

Article 9 Submitted documentation

Beneficiaries ensure that all documentation submitted as part of the Application (Annex 3), or the grants process otherwise, is correct and truthfully stated.

Article 10 Final provisions

This Agreement consists of these Special conditions and its annexes. The following documents are annexed to these Special conditions and form an integral part of this Agreement:

- Annex 1: General conditions
- Annex 2: Project plan
- Annex 3: Application

In event of a conflict between the Special conditions and the annexes, or between the annexes, the following order of precedence will apply:

1. Special conditions
2. Annex 1: General conditions

3. Annex 2: Project plan
4. Annex 3: Application

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.

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

On behalf of EFI

Name:

Position:

Signature:

Date:

On behalf of Beneficiary no 1

Name:

Position:

Signature:

Date:

On behalf of Beneficiary no 2

Name:

Position:

Signature:

Date:

On behalf of Beneficiary no 3

Name:

Position:

Signature:

Date:

On behalf of Beneficiary no 4

Name:

Position:

Signature:

Date:

On behalf of Beneficiary no 5

Name:

Position:

Signature:

Date:

[…]

Annex 1: General Conditions

Article 1 Confidentiality

All information in whatever form or mode of transmission, which has been disclosed by EFI to a Beneficiary in connection with the implementation of the Project 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".

The Beneficiary may only use Confidential Information only for the purpose of implementation of the Project, and may not to disclose Confidential Information to any third party without the prior written consent by EFI.

The above stated obligations shall not apply for disclosure or use of Confidential Information, if and in so far as the Beneficiary can show that:

- EFI subsequently has released the Beneficiary their confidentiality obligations according to this article;
- the Confidential Information has become publicly available by means other than a breach of the Beneficiary's confidentiality obligations;
- the disclosure of Confidential Information is required in order to comply with applicable laws or regulations.

All Confidential Information must be stored and handled by the Beneficiaries so that no unauthorized person has access to it and must be returned to EFI upon completion of the Project or the termination of this Agreement.

The Beneficiaries shall be bound by the above stated confidentiality also after completion of the Project or termination of this Agreement for a period of five (5) years from the time of such completion or termination.

Article 2 Conflict of interests

The Beneficiaries undertake to take all necessary action to prevent, avoid and resolve any situation where implementation of the Project 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 3 Intellectual Property Rights

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

The Beneficiaries grant EFI a unlimited, worldwide, royalty-free, sub-licensable, non-exclusive, irrevocable licence to use (including but not limited to publishing, printing and distributing) all Results produced under the Project for the duration of the intellectual property rights protection.

Article 4 Liability

The Beneficiaries will have sole responsibility for complying with any obligation incumbent on them, especially in relation to provisions of this Agreement, and with applicable national law on taxes, labour and social security.

The Beneficiaries undertake to hold EFI harmless of all claims that any third party may present against EFI, including EFI´s reasonable legal costs, provided that it was caused by the Beneficiaries by gross negligence or wilful act.

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

Article 5 Visibility

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

Any communication or dissemination activity related to the Project must include the following statement: “Funded by the European Forest Institute Network Fund. The views expressed in the document do not necessarily represent those of the European Forest Institute”.

EFI may upon request by the Beneficiaries, as required, provide the Beneficiaries with the EFI emblem to be used for visibility.

Article 6 Controls and audit

The Beneficiaries must provide any information requested in order to verify proper implementation of the Project, costs incurred under the Project, and compliance with any other obligation under this Agreement.

EFI has the right to audit or to nominate any third party to audit the Beneficiaries’ records relating to implementation of the Project, costs incurred under the Project during term of the Agreement and thereafter for a period of ten years after the payment of the balance.

The Beneficiaries must — for a period of ten 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 Project and the costs incurred under the Project.

Article 7 Code of conduct

The Beneficiaries and their staff shall at all-time act impartially as well as with appropriate discretion, and shall refrain from making any public statements concerning the project without the prior approval of EFI.

The Beneficiaries and their staff shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the country where the project is implemented.

The Beneficiaries shall respect legislation applicable in the country where the project is implemented as well as internationally agreed core labour standards.

The Beneficiaries shall not support activities that contribute to money laundering, terrorism financing, tax avoidance, tax fraud or tax evasion.

The Beneficiaries or any of their 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 agreement or for showing favour or disfavour to any person in relation to the agreement. The Beneficiaries shall comply with all applicable laws, regulations and codes relating to anti-bribery and anti-corruption.

The Beneficiaries and their staff must not exercise any activity or receive any advantage inconsistent with their obligations under the agreement.

The Beneficiaries confirm that they have not engaged in, nor will engage in, any corrupt, fraudulent, collusive, coercive, or obstructive practice in entering into or implementing this Agreement, as defined below:

- *Corrupt practice:* the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party
- *Fraudulent practice:* any act or omission, including a misrepresentation, that knowingly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation
- *Coercive practice:* impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party
- *Collusive practice:* an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party
- *Obstructive practice:* impeding any investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or by impeding EFI's rights of audit or access to information

The Beneficiaries shall respect all applicable national legislation related to their activities.

The Beneficiaries will especially ensure that their obligations under this article also applies to any other entities they engage in the implementation of the Project.

Should the Beneficiaries be in beach of this article on code of conduct, EFI can recover any sums paid under this Agreement, as well as terminate the Agreement with immediate effect.

Article 8 Data protection

The Beneficiaries shall ensure appropriate protection of personal data in accordance with the legislation applicable to the 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 9 Measures to prevent and respond to sexual exploitation, sexual abuse and sexual harassment (SEAH)

The Beneficiaries acknowledge and ensure their commitment to actively prevent and respond to sexual exploitation, sexual abuse and sexual harassment (SEAH) as defined below.

For the purpose of this Agreement, the following definitions apply: a) Sexual exploitation: Any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another; b) Sexual abuse: The actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; c) Sexual harassment: Any form of unwanted verbal, non-verbal or physical conduct of a sexual nature with the purpose or effect of violating the dignity of a person.

When Beneficiaries become aware of suspicions or complaints of SEAH, it shall take swift action to stop harm occurring, investigate and report to relevant authorities (for criminal matters) after considering the rights, needs and wishes of the survivor/victim.

The Beneficiaries shall promptly report to EFI any allegations of SEAH credible enough to warrant an investigation related to this Agreement as well as allegations of SEAH not directly

linked to this Agreement but of significant impact the engagement with EFI. The reporting will be made without compromising the safety and due process rights of any concerned person.

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 at the request of the Consortium

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 Termination of the Agreement and recovery of amounts unduly paid

EFI may suspend or terminate this Agreement, and recover any amount as unduly paid to the Beneficiaries:

(i) if any information given by the Beneficiaries in the Application (Annex 3), or otherwise as part of the grant process, 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;

(ii) in case the EFI Associate or Affiliate Membership is suspended or terminated for any of the Beneficiaries,

(iii) if a Beneficiary becomes subject to European Union Restrictive measures. EFI may alternatively terminate the participation of that Beneficiary;

(iv) if anything the Beneficiaries have to ensure according to this Agreement proves to be false, most notably:

- article 8 of the Special conditions on Principles for funding and Exclusion from funding,
- that all documentation submitted as part of the Application (Annex 3), or the grants process otherwise, is correct and truthfully stated, and
- that Beneficiaries have sufficient operational capacity, as well as stable and sufficient resources, to successfully implement the Project as stated in Annex 2;

(v) if implementation of the Project has significantly deviated from the Project plan (Annex 2).

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

Article 13 Applicable law and dispute settlement

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 38 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 14 Privileges and immunities

Nothing in this Agreement or in any document or arrangement relating thereto shall be construed as conferring any privileges or immunities of, or relating to, EFI on Beneficiaries or any person performing tasks under the Agreement.

Nothing in the Agreement may be interpreted as a waiver of any privileges or immunities accorded to EFI by its constituent documents or international law.

Annex 2: Project Plan

Annex 3: Application