

## SUBGRANT AGREEMENT

Under the EU-funded project:

### **Restoring Wetlands for a Sustainable Future (Restore4Life) Grant Agreement N° 101112736**

to be concluded between

**Katholische Universität Eichstätt-Ingolstadt**

established in Ostenstrasse 26-28,  
Eichstätt 85072, Germany  
hereinafter referred to as „Funding Body“

and

**Universitatea din Bucuresti**

established in Soseaua Panduri 90  
Bucuresti 050663, Romania  
hereinafter referred to as „Coordinator“

and

**Name of Funding Recipient**

**Residence of Funding Recipient**

**Postal Code/Town**

**PIC**

hereinafter referred to as „Beneficiary“

hereinafter, jointly or individually, referred to as „Parties“ or “Party”.

The Contracting Parties agree to the following terms and conditions, including those in the Annexes, which form an integral part of this Subgrant Agreement (hereinafter referred to as the “Contract” or “Funding Agreement”)

## **GENERAL PROVISIONS**

The European Union (hereinafter referred to as the “EU”) and the Coordinator, as partner and representative of the Restore4Life consortium, have signed the Grant Agreement no. 101112736 for the implementation of the Restore4Life project – Restoring Wetlands for a Sustainable Future – within the framework of the European Union’s Horizon Europe research and innovation programme.

The Katholische Universität Eichstätt-Ingolstadt, WP 5 Leader (BEN-10), announced a call to provide funds to 5 Associated Regions to participate in the Restore4Life project.

The Beneficiary has received a favourable resolution by the Evaluation board and therefore is entitled to receive funding and services according to the terms and conditions set out under this Contract and in accordance with the Guidelines for Applicants made available at [https://restore4life.eu/homepage/open call/](https://restore4life.eu/homepage/open_call/).

Articles 12 (conflict of interest), 13 (confidentiality and security), 14 (ethics), 17.2 (visibility), 18 (specific rules for carrying out action), 19 (information) and 20 (record-keeping) of the Grant Agreement no. 101112736 (Project Restore4Life) apply accordingly to the Beneficiary within the scope of the subgrant.

This Contract defines the framework of rights and obligations of the Contracting Parties for the development of the Project as defined in Annex 2 (Application Form).

### **1. Granting of the Funding**

Based on the funding application dated ....., the recommendation of the assessment panel and the funding decision made, the Funding Body agrees to provide funding in accordance with the conditions set out below.

### **2. Subject of the Funding**

2.1 Subject of the funding is the Project entitled „..... “ according to the submitted funding application dated ..... (hereinafter also referred to as Project) including the project description, timetable and budget plan laid down in Annex 2. The project duration is 32 months (July 2024 – February 2027). In this sense the current funding period for the Project starts on ..... and ends on .....

2.2 In the event of an objection, the provisions of the Funding Agreement apply first and then those of the funding application.

### **3. Type and amount of Funding**

3.1 The funding is granted in the form of a non-repayable grant.

3.2 In the instant case, the maximum funding amounts to EUR 100.000 according to the budget plan listed in Annex 2.

3.3 Funding will be paid in 3 (three) instalments in accordance with the following payment schedule and conditions:

- The first instalment in the amount of EUR 50.000 shall be made after the Funding Agreement has been signed by all parties.
- The second instalment in the amount of EUR 40.000 shall be made after receipt and acceptance of the interim report by Funding Body provided by the Beneficiary.
- The third instalment in the amount of up to EUR 10.000, depending on actual expenditures shall be made after receipt and acceptance of the final report by the Funding Body provided by the Beneficiary.

#### **4. General and Special Funding Conditions**

4.1 Beneficiary shall

- commence performance of the works in accordance with the timetable agreed in Annex 2, shall perform the works expeditiously and shall complete the works within the project description set out in Annex 2,
- notify the Funding Body without delay and on its own initiative of all events that delay or make impossible the implementation of the funded works or would require a change to the funding application or the agreed conditions or terms and comply with their notification obligations without delay in each case,
- submit a detailed interim report including a financial report to the Funding Body at the end of the first project phase,
- submit a detailed project report (final report) including a financial report to the Funding Body and the Coordinator after completion of the project,
- observe the principles of economy, efficiency and expediency in the implementation of the funded project and use the funding economically, sparingly and only for the purpose for which it was granted,
- present the funded project at Restore4Life project meetings and shall, thus, allocate a budget for travel expenses to at least one of the Restore4Life project meetings.

4.2 The following bodies may carry out checks, reviews, audits and investigations – during the action or afterwards:

- the European Anti-Fraud Office (OLAF) under Regulations No 883/2013/20 and No 2185/96/21
- the European Public Prosecutor's Office (EPPO) under Regulation 2017/1939
- the European Court of Auditors (ECA) under Article 287 of the Treaty on the Functioning of the EU (TFEU) and Article 257 of EU Financial Regulation 2018/1046.

If requested by these bodies, the Beneficiary must provide full, accurate and complete information in the format requested (including complete accounts, individual salary statements or other personal data, including in electronic format) and allow access to sites and premises for on-the-spot visits or inspections.

## **5. Eligible Costs**

All costs attributable to the Project that are incurred directly, actually and in addition (to the conventional operating expenses) during the funding period according to the Funding Agreement are eligible for funding. Details on the eligible costs can be found under The EU Horizon Europe Rules available under [https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/agr-contr/general-mga\\_horizon-auratom\\_en.pdf](https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/agr-contr/general-mga_horizon-auratom_en.pdf).

## **6. Data usage**

6.1 The Beneficiary acknowledges that personal data arising in connection with the initiation and execution of the Funding Agreement – the use of which is necessary for the performance of a task assigned to the Funding Body, which is in the public interest (Art. 6 para. 1 lit e GDPR), is necessary to fulfill a legal obligation (Article 6 para. 1 lit c GDPR), is essential for the performance of the contract (Article 6 para. 1 lit b GDPR) or is otherwise required to protect the legitimate interests of the person responsible or a third party (Article 6 para. 1 lit f GDPR) – will be used by the Funding Body for purposes of concluding and processing the Funding Agreement, performing the tasks assigned to the Funding Body and for monitoring purposes. Within the scope of this use, it may happen that the data has to be transmitted or disclosed to other parties in particular to the Coordinator, bodies and agents of the federal (state), the Court of Auditors and the European Union. If several instructing bodies of the federal government and/or the Funding Body want to grant funding to the same Funding Recipient for the same project, albeit with different earmarking, and therefore have to come to an agreement, this is done either on the basis of a legal obligation according to Art 6 para. 1 lit c GDPR or to safeguard the legitimate interests of the person responsible or a third party (Art 6 para. 1 lit f GDPR).

6.2 The Beneficiary confirms that the disclosure of personal data to the Funding Body is in accordance with the provisions of the GDPR and other relevant data protection regulations.

## **7. Reporting and payment arrangements**

7.1 The Beneficiary must report on the implementation of the funded Project by submitting an interim and final technical and financial report. Reporting and billing must be done via Email. Further documents must be submitted to the Funding Body upon request. The interim report shall be submitted to the Funding Body no later than 31 March 2025. The final report shall be submitted to the Funding Body no later than 31 March 2027.

- 7.2 The reports must show in particular the use of the granted funding, the verifiable report on the implementation of the funded Project and the success achieved through this. The financial report must include a breakdown of all income and expenditure associated with the funded works, which can be verified by receipts. The technical reports must also include justifications for each expense, also indicating how this expense has contributed to the project purpose, as well as selection criteria for the beneficiaries of the respective expenses or subcontracts. In case the best suitable subcontractors were identified through tenders, a list of incoming offers and the selection assessment have to be documented and included. In addition, technical reports must include a detailed description of activities accompanied by a photo documentation, as well as a description of progresses achieved to promote project goals.
- 7.3 Proof can be provided by means of copies of staff and payroll records, timesheets, invoices and copies of proof of payment. Documents can also be transmitted in electronic form if complete, orderly, identical in content, true to the original and verifiable reproduction is guaranteed.
- 7.4. The Beneficiary is required to keep the original accounting supporting documents at least until 5 years after the termination of this Contract.
- 7.5. The Funding Body intends to present the results of the Project in program-specific printed matter and on a website as part of public relations work and dissemination and to use them exclusively for the purposes of the Restore4Life project in question. The Beneficiary agrees to work together with the Funding Body in this regard, to submit corresponding summaries and grant the rights for above-mentioned uses.
- 7.6 Banking and transaction costs related to the handling of any financial resources made available to the Beneficiary by the project shall be covered by the Beneficiary.
- 7.7. Financial Reports shall be made in EUR, and the conversion from other currencies shall be made using the monthly official accounting exchange rate of the European Commission over the reporting period.

## **8. Discontinuation and Repayment of the Funding**

Subject to the assertion of further legal claims, the Beneficiary must in particular immediately refund the funding at the request of the Funding Body, whereby the right to guaranteed and not yet paid out funding expires, in particular if

- scheduled reports have not been submitted or evidence has not been provided or required information has not been provided, provided that in these cases a written reminder for a limited period of time and containing an express reference to the legal consequences of non-compliance has remained unsuccessful, and other notifications provided for in this Funding Agreement have not been made,

- the Beneficiary does not report events on its own initiative immediately which would delay the implementation of the funded Project, make it impossible or require its modification,
- the funding has been used in whole or in part for purposes other than intended,
- the works/Project cannot be performed or not performed on time
- suspension and/or recovery is requested by EU bodies,
- other funding conditions or requirements, in particular those intended to ensure the achievement of the funding purpose, were not met by the Beneficiary

If at any of the payment stages the Coordinator and the Funding Body consider that the quality of work demonstrated and/or reported does not correspond to what has been agreed, the parties may agree to a resubmission of a project progress report and respective reassessment. If significant improvements are not delivered after the reassessment and the sub-project is therefore considered to be in breach of their contractual obligations, the Funding Body reserves the right to terminate the contract.

## **9. Liability**

- 9.1 The Beneficiary is fully liable to the Funding Body for compliance with all contractual provisions. The Beneficiary is also liable for the behavior of third parties attributable to it (e.g. owners, corporate bodies, etc.). The Beneficiary shall bear sole responsibility for ensuring that its actions do not infringe third parties' rights. There is no joint liability between the Contracting Parties. For this purpose, the Beneficiary shall indemnify and hold the Coordinator, the Funding Body and the EU harmless from and against all repayments, loss, liability, costs, charges, claims or damages which they as a result thereof would incur or suffer or must pay to the EU or any third parties. In addition, should the EU have a right of recovery against Restore4Life Consortium regarding any or all the financial support granted under this Contract, the Beneficiary shall repay the sums in question in the terms and on the date specified by the Coordinator.
- 9.2 The Beneficiary confirms that it is familiar with all parts of the Funding Agreement and accepts them without reservation and acknowledges that non-compliance with the contractual provisions mentioned may lead to a possible reclaim of the funding.

## **10. Language**

This Contract is drawn in English, language which shall govern all documents, meetings, notices and processes relative thereto.

## **11. Visibility**

- 11.1 The Beneficiary must take all necessary steps to publicise the fact that the European Union has financed the Action, complying with the objectives and priorities and guaranteeing the visibility of the EU financing (see the *Communication and Visibility Requirements for EU*

External Actions [https://international-partnerships.ec.europa.eu/knowledge-hub/communicating-and-raising-eu-visibility-guidance-external-actions\\_en](https://international-partnerships.ec.europa.eu/knowledge-hub/communicating-and-raising-eu-visibility-guidance-external-actions_en) ).

- 11.2 In particular, the Beneficiary shall mention the Action and the European Union's financial contribution in information given to the final recipients of the Action, and in any dealings with the media. It shall display the EU logo (available at [http://europa.eu/about-eu/basic-information/symbols/flag/index\\_en.htm](http://europa.eu/about-eu/basic-information/symbols/flag/index_en.htm) ) wherever appropriate (e.g. banner, leaflets, publications, website).
- 11.3 Any notice or publication by the Beneficiary concerning the Action, including those given at a conference or seminar, must specify that the Action has received EU funding. Any publication by the Beneficiary, in whatever form and by whatever medium, including the internet, must include the following statement: *"This document has been produced with the financial assistance of the European Union. The contents of this document are the sole responsibility of [BENEFICIARY'S NAME] and can under no circumstances be regarded as reflecting the position of the European Union"*.
- 11.4 The Beneficiary authorises the Coordinator, the Funding Body and the European Commission to publish its name and address, nationality, the project purpose, duration and location, as well as the amount of the subgrant.

## 12. Applicable Law

This Funding Agreement shall be construed in accordance with and governed by the laws of Germany.

## 13. Settlement of Disputes

All disputes arising out of or in connection with this Funding Agreement, which cannot be solved amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

The place of arbitration shall be Brussels if not otherwise agreed by the conflicting Parties.

The award of the arbitration will be final and binding upon the Parties.

## 14. Annexes

Annex 1 – Guidelines for Applicants

Annex 2 – Application Form, available at <https://events.hifis.net/e/applicationR4L>

Annex 4 – Declaration of Honour

Annex 5 – Consortium Declaration of Honour.

Annex 6 – Beneficiary's Financial Identification Form

Signatures for the Funding Agreement for the Project „.....“:

Funding Body

Funding Recipient

Eichstätt, .....

*Place*, .....

.....  
Name of authorised signatory  
Function of authorised signatory

.....  
Name of authorised signatory  
Function of authorised signatory

.....  
Universitatea din Bucuresti  
Coordinator