

TEMPLATE FOR SUBGRANT AGREEMENT

Under the EU-funded project:

FutureLakes

Grant Agreement N° 101156425

to be concluded between

Norwegian institute for Water Research (NIVA)

established in Økernveien 94

0579 Oslo, Norway

hereinafter referred to as “Funding Body” or “Coordinator”

and

Name of Funding Recipient

Residence of Funding Recipient

Postal Code/Town, Country

PIC

hereinafter referred to as “Beneficiary”

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

The 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 “Agreement”

GENERAL PROVISIONS

The European Union (hereinafter referred to as the “EU”) and the Coordinator, as partner and representative of the FutureLakes consortium, have signed the Grant Agreement no. 101156425 for the implementation of the FutureLakes project within the framework of the EU’s Horizon Europe research and innovation programme.

NIVA, the FutureLakes Coordinator, announced a call to provide funds to three (3) Associated Regions to participate in the FutureLakes project.

The Beneficiary has received a favourable resolution by the Evaluation board and is, therefore, entitled to receive funding and services according to the terms and conditions set out under this Agreement and in accordance with the Guidelines for Applicants made available at <https://www.futurelakes.eu/calls>.

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 Horizon Europe Grant Agreement no. 101156425 (Project FutureLakes) apply accordingly to the Beneficiary for this subgrant.

This Agreement defines the framework of rights and obligations of the Parties for the development of the Project as defined in Annex 1 (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 Coordinator 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 „..... “The funding period for the Project starts on and ends on

2.2 In the event of an inconsistency between this Sub-grant Agreement and the funding application, the provisions of the Sub-grant Agreement shall have priority over the funding application.

3. Type and amount of Funding

The funding is granted in the form of a non-repayable lump sum grant with a maximum funding amount of EUR 54000 according to the budget plan listed in the Guidelines for applicants.

3.1 Funding will be paid in two (2) instalments in accordance with the following payment schedule and conditions:

- The first instalment in the amount of EUR 27.000 shall be made after the Sub-Grant Agreement has been signed by all parties.
- The second instalment in the amount of EUR 27.000 shall be made after receipt and acceptance of the final report by the Beneficiary to the Coordinator.

4. General and Special Funding Conditions

4.1 Beneficiary shall

- commence performance of the works in accordance with the timetable outlined in the Guidelines for Applicants, perform the works expeditiously and shall complete the works within the project description as set out in the Guidelines for Applicants.
- notify the Coordinator 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 activities described in the Guidelines for Applicants.
- submit an interim report including a draft action plan, and interim financial report, to the Coordinator and Task 5.3 lead (IRIDRA) by DD/MM/YYYY, unless otherwise agreed.
- submit a finalised action plan and roadmap to the Coordinator and Task 5.3 lead (IRIDRA) by DD/MM/YYYY, unless otherwise agreed.
- submit a final technical report on activities and outputs and a final financial report to the Coordinator by DD/MM/YYYY.
- 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 results from the funded activities at FutureLakes project meetings and shall, therefore, allocate a budget for travel expenses to the two in-person, all-partner, FutureLakes project meetings in Poland in 2026 and the Netherlands in 2027.

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 883/201320 and No 2185/9621
- 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

Only 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 Sub-Grant Agreement are eligible. 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- Euratom_en.pdf.

6. Data protection

- 6.1 The Beneficiary acknowledges that processing of personal data in connection with the initiation and execution of the Sub-Grant Agreement is necessary for the performance of the task assigned to the Coordinator for the implementation of the FSTP Open Call in FutureLakes. The task is in the public interest (Art. 6 para. 1 lit e GDPR), is necessary to fulfil a legal obligation (Article 6 para. 1 lit c GDPR), is essential for the performance of the Sub-Grant Agreement (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). The information will be used by the Coordinator for purposes of concluding and processing the Sub-Grant Agreement, performing the tasks assigned to the Coordinator and for the purpose of monitoring the implementation of the Sub-Grant project (Annex 2). Within the scope of this use, data may have to be transmitted or disclosed to other parties in the FutureLakes consortium and the Evaluation Board, national bodies and agents, the Court of Auditors and the EU. If several bodies of the national authorities and/or the Coordinator 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 Coordinator 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 submission of payment requests must be sent as PDFs via Email. Further documents must be submitted to the Coordinator upon request. The interim report shall be submitted to the Coordinator no later than DD/MM/YYYY. The final report shall be submitted to the Coordinator no later than DD/MM/YYYY.
- 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.

- 7.4. The Beneficiary is required to keep the original accounting supporting documents at least until 5 years after the termination of this Sub-Grant Agreement.
- 7.5. The Coordinator 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 FutureLakes project. The Beneficiary agrees to work together with the Coordinator in this regard, to submit corresponding summaries and grant the rights for above-mentioned uses.
- 7.6. Funding will be received in EUR. Banking and transaction or currency exchange 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. Any financial gain resulting from a currency exchange fluctuation shall be reported as part of the funding and can only be used for the purpose of the project. The Beneficiary is solely responsible for any currency exchange losses.
- 7.8. 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 EU 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 Coordinator, 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 has remained unsuccessful, and other notifications provided for in this Sub-Grant 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, particularly 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 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 re-assessment. If significant improvements are not delivered after the re-assessment and the sub-project is therefore considered to be in breach of their contractual obligations, the Coordinator reserves the right to terminate the Agreement.

9. Confidentiality

- 9.1 The Parties shall keep in confidence for the duration of this Agreement and for a period of 5 (five) years after the termination of this Agreement any technical or business information which was declared as confidential and shall not disclose such information to third parties without the prior written consent of the disclosing Party. This obligation shall not apply to any information which is:
- proven to have been known to the receiving Party prior to the time of its receipt pursuant to this Agreement; or
 - in the public domain at the time of disclosure to the receiving Party or thereafter enters the public domain without breach of the terms of this Agreement; or
 - lawfully acquired by the receiving Party from an independent source having a bona fide right to disclose the same; or
 - independently developed as substantiated by documentation, by an employee of the receiving Party who has not had access to any of the Confidential Information of the other Party.

The EU, shall not be regarded as a third party.

10. Liability

- 10.1 The Beneficiary is fully liable to the Coordinator for compliance with all contractual provisions. The Beneficiary is also liable for any 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 Parties. For this purpose, the Beneficiary shall indemnify and hold the Coordinator 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 FutureLakes Consortium regarding any or all the financial support granted under this Sub-Grant Agreement, the Beneficiary shall repay the sums in question in the terms and on the date specified by the Coordinator.
- 10.2 The Beneficiary confirms that it is familiar with all parts of the Sub-Grant 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.

11. Language

This Sub-Grant Agreement is drawn up in English and the English language version of all documents, meetings, notices and processes relative thereto, shall govern.

12. Visibility

12.1 The Beneficiary must take all necessary steps to publicise the fact that the EU has financed the Project, 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).

12.2 In particular, the Beneficiary shall mention the Project and the EU's financial contribution in information given to the final recipients of the Project, 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) wherever appropriate (e.g. banner, leaflets, publications, website).

12.3 Any notice or publication by the Beneficiary concerning the Project, including those given at a conference or seminar, must specify that the Project 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"*.

12.4 The Beneficiary authorises the Coordinator and the EU to publish its name and address, nationality, the project purpose, duration and location, as well as the amount of the subgrant.

13. Miscellaneous

13.1 If any provision of this Sub-Grant Agreement is determined to be illegal or in conflict with the applicable law, the validity of the remaining provisions shall not be affected. The ineffective provision shall be replaced by an effective provision which is equivalent.

14. Applicable law

This Sub-Grant Agreement shall be construed in accordance with and governed by the laws of Norway.

15. Settlement of Disputes

All disputes arising out of or in connection with this Sub-Grant Agreement, which cannot be solved amicably, shall be finally settled under the Oslo District Court.

16. Annexes

Annex 1 – Guidelines for Applicants

Annex 2 – Submitted application, including project description and budget

Annex 3 – Beneficiary's Declaration of Honour

Annex 4 – Legal entity form

Annex 5 – Beneficiary's Bank account information form

17. Signatures

Coordinator

Funding Recipient

Oslo,

Place,

.....
Name of authorised signatory

Function of authorised signatory

.....
Name of authorised signatory

Function of authorised signatory