

SUB-GRANT AGREEMENT

*Under the EU-funded project:
“Responsive hub for long term governance to destress the Mediterranean Sea from chemical pollution” (“RHE-MEDIation”) - HORIZON-MISS-2022-OCEAN-01-03*

BETWEEN

The **Consiglio Nazionale delle Ricerche - Istituto per lo studio degli impatti Antropici e Sostenibilità in ambiente marino** (hereinafter referred to as **CNR-IAS**) with headquarters in Via De Marini 6, 16149 Genoa, Italy, VAT Identification Number IT02118311006, legally represented by Dr. Marco Faimali (Acting Director),

AND

Agency for Geodesy, Cartography and Cadastre, the central administrative authority organized under the laws of Republic of Moldova, established in Chisinau, 48 Serghei Lazo street, MD-2004 is exempt from Value Added Tax (VAT), duly represented by Ivan DANII, Director General, hereinafter referred to as the “**Beneficiary**”

Hereinafter collectively referred to as the “**Contracting Parties**”.

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



Funded by
the European Union

General provisions

The European Commission (hereinafter referred to as the “EC”) and the RHE-MEDIation Coordinator have signed the Grant Agreement no. 101113045 for the implementation of the Project “*Responsive hub for long term governance to destress the Mediterranean Sea from chemical pollution*” (“RHE-MEDIation”) - HORIZON-MISS-2022-OCEAN-01-03, within the framework of the “EU Mission: Restore our Ocean and Waters”.

The CNR-IAS, as WP 5 Leader, launched the RHE-MEDIation Open Call for Associated Regions (hereinafter referred to as the “OC4ARs”) to provide financial support to 5 Associated Regions to participate in the RHE-MEDIation Project.

The Beneficiary has obtained a positive decision from the Evaluation Board regarding the Proposal **GISmart Rhemediation**, submitted by the Beneficiary in the framework of the RGE-MEDIation OC4ARs, and is therefore eligible to receive funding and services in accordance with the terms and conditions outlined in this Contract and in line with the ANNEX 1 - Guidelines for Applicants provided at <https://rhemediation.eu/>.

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) apply accordingly to the Beneficiary within the scope of this Contract.

The Contract aims at defining the framework of rights and obligations of the Contracting Parties for the development of the Project as defined in ANNEX 2 – Proposal Template.

1. Article 1 - General and Special Funding Conditions

1.1. The Beneficiary shall

- a) Start the execution of the tasks as per the schedule outlined in ANNEX 2 – Proposal Template, carry out the tasks promptly, and finish the tasks as per the project requirements.
- b) Promptly inform CNR-IAS of any events that cause delays or hinder the completion of funded works, necessitate changes to the funding application or agreed terms, and fulfill notification duties without hesitation in every instance.
- c) Provide a comprehensive interim report, along with a financial report, to the CNR-IAS upon completion of each project phase.
- d) Present a comprehensive project report (final report) with a financial report to the CNR-IAS once the project is finished;
- e) Adhere to the principles of saving, effectiveness, and promptness when carrying out the sponsored project and utilize the resources frugally, sparingly, and solely for the intended purpose.
- f) Attend RHE-MEDIation Project meetings to showcase the funded project and budget for travel expenses for at least one meeting.

1.2. The following bodies may carry out checks, reviews, audits and investigations — during the action or afterwards:

- a) the European Anti-Fraud Office (OLAF) under Regulations No 883/201320 and No 2185/9621;

- b) the European Public Prosecutor's Office (EPPO) under Regulation 2017/1939;
 - c) 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.
- 1.3. If the Beneficiary is asked by these organizations, they must give all information in the requested format (such as complete accounts, salary statements, or personal data in electronic form) and allow visits or inspections on site.

2. Article 2 – Purpose

- 2.1. The purpose of this Contract is the award of a sub-grant to finance the implementation of the action entitled **GISmart Rhemediation: Feasibility Study of GREEN DUNE® and GIS Integration for Water Pollution Control in Moldova's Inland Waters** (the "Action").
- 2.2. The Beneficiary shall implement the Action under its own responsibility and in accordance with the Project as defined in ANNEX 2 – Proposal Template with a view to achieving the objectives laid down therein.
- 2.3. The Beneficiary shall be awarded the grant on the terms and conditions set out in this Contract.
- 2.4. The Beneficiary accepts the grant and undertakes to be responsible for carrying out the Action.

3. Article 3 – Implementation period of the Action

- 3.1. This Contract shall enter into force on the day of its signature by the Contracting Party.
- 3.2. The Implementation of the Action shall begin on **September 1, 2025**. The implementation period of the Action is 9 months.
- 3.3. The Action shall terminate on May 31, 2026.

4. Article 4 – Financing the Action

- 4.1. The total eligible costs are estimated in EUR as set out in the OC4ARs.
- 4.2. The CNR-IAS, as RHE-MEDIation WP 5 Coordinator, undertakes to finance a maximum amount of EUR 100,000 according to the budget plan.
- 4.3. Once the Contract has been signed by all parties, the first instalment up to the amount of EUR 17,000 by Funding Body shall be made after receipt and acceptance of the inception report provided by the Beneficiary and the Deliverable 1 "Individual workplan and remediation strategy specification" described in the Action, as set out in the ANNEX 1 - Guidelines for applicants.
- 4.4. The second instalment up to the amount of EUR 58,000 by Funding Body shall be made after receipt and acceptance of the interim report provided by the Beneficiary and the Deliverable 2 "Technical and Progress Report on remediation strategy implementation and co-creation activity", described in the Action, as set out in the ANNEX 1 - Guidelines for applicants.
- 4.5. The third instalment up to the amount of EUR 25,000 by the Funding Body, depending on actual expenditures, shall be made after receipt and acceptance of the final report provided by the Beneficiary, as well as the Deliverable 3 "Upscale-plan for other potential replication sites in the same territory / nation".
- 4.6. The final amount of the subgrant contribution shall be determined in accordance with the acceptance of eligible costs declared in the financial report(s)

4.7. In any case, the CNR-IAS can increase the amount of the contribution set out in article 3.2.

5. Article 5 – Eligible costs

5.1. Eligible costs must meet all the following criteria:

- d) They are incurred during the implementation of the Action. This means that the costs must relate to activities performed during the implementation period;
- e) They are indicated in the overall budget for the Action;
- f) They are necessary for the implementation of the Action;
- g) They are identifiable and verifiable, in particular being recorded in the accounting records of the subgrant beneficiary and determined according to the applicable accounting standards of the country of the beneficiary;
- h) They comply with the requirements of applicable tax and social legislation.

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. Article 6 – Reporting

6.1. The Beneficiary must report on the implementation of the funded Project by submitting an inception report, and interim report and a final report: These reports - both technical and financial - must be submitted via E-mail. Further documents must be submitted to the CNR-IAS upon request.

The inception report shall be submitted to the CNR-IAS no later than 15/11/2025.

The interim report shall be submitted to the CNR-IAS no later than 15/03/2026.

The final report shall be submitted to the CNR-IAS no later than 31/05/2026.

6.2. The reports must demonstrate in particular the verifiable use of the grant and the success achieved through this. The financial reports must include a breakdown of all expenditures associated with the funded works, which can be verified by receipts. The technical reports must also include justifications for each expense, as well as selection criteria for the beneficiaries of the respective expenses or subcontracts. In addition, technical reports must include a detailed description of activities, along with photo documentation, as well as a description of progresses achieved to promote project goals.

6.3. Proofs can be presented through duplicates of employee and payroll documents, timecards, bills, and proof of payment duplicates. If documents are provided in electronic form, they must be complete, organized, have the same content, remain true to the original, and be able to be verified.

6.4. The Beneficiary is required to keep the original accounting supporting documents at least until 5 years after the termination of this Contract.

6.5. The Beneficiary is responsible for covering banking and transaction costs associated with managing project funds.

6.6. Financial Statements must be prepared in euros, and conversions from different currencies must be done using the official monthly exchange rate.

7. Article 7 - Obligations of the Beneficiary

- 7.1. The obligations and responsibilities of the Beneficiary are defined in detail in this Contract and in ANNEX I - Guidelines for Applicants.
- 7.2. The Beneficiary shall take every necessary precaution to avoid any risk of conflict of interest relating to economic interests, political or national affinities, personal or any other interests liable to influence the impartial and objective performance of the Action.
- 7.3. In case the Beneficiary is involved in a conflict of interest or in a risk of conflict of interest, the Beneficiary must formally notify this situation to the CNR-IAS without delay and immediately take all the necessary steps to rectify this situation.

8. Article 8 – Breach of Contractual obligations

In the event the CNR-IAS identifies that the beneficiary:

- a) breached its obligations under the Contract, including the lack of impartiality of objectiveness due to conflicts of interest;
- b) stopped to carry out the goal of this Contract and therefore is not able or willing to continue the Action;
- c) is engaged in a bankruptcy or receivership process.

The CNR-IAS will give written notice requiring such breach to be remedied within 30 days. In case the Beneficiary has not brought remedies from the notice, the Contractor may decide to terminate the contract unilaterally.

Moreover, in the event the breach of the contractual obligations has been manifestly intentioned or with gross negligence, the CNR-IAS may request the Beneficiary the refund of the payments made to date.

9. Article 9 – Language

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

10. Article 10 - Visibility

- 10.1. 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](#)).
- 10.2. 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 https://commission.europa.eu/document/download/3192a0ef-6bda-4e1a-81ca-](https://commission.europa.eu/document/download/3192a0ef-6bda-4e1a-81ca-)

[65ade2ffad73_en?filename=eu_emblem_rules.pdf](#)) wherever appropriate (e.g. banner, leaflets, publications, website).

- 10.3. 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 the Agency for Geodesy, Cartography and Cadastre and can under no circumstances be regarded as reflecting the position of the European Union”*.
- 10.4. The Beneficiary authorises the Contracting Authority 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.

11. Article 11 – Liability

- 11.1. The RHE-MEDIation Consortium and its partners are not responsible for any harm or damage to the staff or property of the Beneficiary during or as a result of the Action. The CNR-IAS is unable to support any request for reimbursement or higher payment related to such harm or injury.
- 11.2. The Beneficiary is responsible for any harm or injury suffered by third parties during or as a result of the project. The Beneficiary must release the RHE-MEDIation Consortium from any responsibility for claims or actions due to the Beneficiary or their employees breaking rules, regulations, or a third party's rights.

12. Article 12 – Confidentiality

- 12.1. Any information labelled as “Confidential” and shared within the program must be kept confidential by the Beneficiary and RHE-MEDIATION Partners, and not used, disclosed, or shared for personal gain.
- 12.2. The recipient agrees not to utilize the information for any other reasons besides those specified in the contract for five years and to ensure the information's confidentiality by taking necessary steps.
- 12.3. If the Contracting Party violates the rules of confidentiality set forth above, they will be solely responsible for any potential claims.

13. Article 13 – Data protection

- 13.1. The Contracting Parties have the obligation to abide by the Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.
- 13.2. The processing of personal data shall be carried out lawfully, fairly and in a transparent manner, collected for specified purposes and adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed.

- 13.3. Every party involved in the Contract will be seen as an individual data controller, according to the GDPR, in relation to the other parties. Personal data must be processed in a legal, fair, and transparent way, collected for specific purposes, and only what is necessary for those purposes. If a relevant Supervisory Authority or Contracting Parties agree, CNR-IAS and other RHE-MEDIation Consortium partners may be assigned as data processors, in which case appropriate data processing agreements will be entered into as mandated by the GDPR.
- 13.4. The Beneficiary recognizes that the Coordinator and other partners of the RHE-MEDIation Consortium, when acting as data processors, do not assume responsibility for ensuring the Beneficiary's adherence to data protection and privacy laws that apply to them. Each Contracting Party, acting as a data controller, will be accountable for adhering to data protection and privacy laws that pertain to them as data controller.

14. Article 14 – Force Majeure

- 14.1. “Force Majeure” shall mean any unforeseeable exceptional situation or event beyond the Contracting Parties’ control, which prevents either of them from fulfilling any of their obligations under the Contract, which is not attributable to error or negligence on their part and which proves to be inevitable in spite of exercising all due diligence.
- 14.2. Any default of a services, defect in equipment or material delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties cannot be invoked as force majeure.
- 14.3. The Contracting Parties shall take the necessary measures to limit any damage due to force majeure. They shall do their best to resume the implementation of the Action as soon as possible.
- 14.4. No Contracting Party shall be considered to be in breach of its obligations and tasks if such breach is caused by force majeure. A Contracting Party will notify the other Party of any force majeure as soon as possible. In case the Beneficiary is not able to overcome the consequences of Force Majeure within thirty (30) calendar days after such notification, the CNR-IAS will decide accordingly, including the option of termination of the contract.

15. Article 15 - Amendment of the contract

- 15.1. Approval from CNR-IAS in writing is required for any changes to the Contract, such as activities, results, and budget adjustments, before they become effective.
- 15.2. Changes must be written and signed by authorized representatives from both contracting parties.
- 15.3. Requests of modification should be sent via E-mail with a reference of the contract number.

16. Article 16 - Applicable Law and settlement of disputes

- 16.1. This Contract shall be construed in accordance with and governed by the laws of Italy.
- 16.2. Any dispute arising out of or in connection with this agreement shall be submitted to the courts of Genoa (Italy), which shall have exclusive jurisdiction, in case the Contracting Parties are unable to resolve a dispute amicably.

17. Article 17 – Termination of the contract

- 17.1. If the Beneficiary fails to meet its responsibilities, the Coordinator reserves the right to end this Agreement immediately with written notice, even in cases of Force Majeure (refer to Article 14).
- 17.2. Should the CNR-IAS determine that the work quality does not meet the agreed upon standards at any point during the payment process, both parties may decide to redo a project report and assessment. If there are no important improvements made after the reassessment and the sub-project fails to meet their contractual obligations, the CNR-IAS can end the contract.
- 17.3. If the Beneficiary breaches their contractual obligations, the CNR-IAS may choose not to make the payment to the Beneficiary.
- 17.4. The CNR-IAS can also ask for a reimbursement of previously paid funds, whether due to a violation of the Agreement or if the work done or costs incurred are not approved by the EC. The Beneficiary must repay the received funds within 15 days after receiving notice from the Coordinator.
- 17.5. If the Beneficiary does not address the issues raised in the notice, the CNR-IAS has the authority to end the Agreement.

18. Article 18 - Contact addresses

- 18.1. Any communication relating to this Contract shall be in writing, indicate the number and title of the Action and be submitted to the following addresses:

For the CNR-IAS

National Research Council of Italy

Institute for the Study of Anthropogenic Impacts and Sustainability in the Marine Environment (CNR-IAS)

Via del mare, 3 - 91021 - Torretta-Granitola, Campobello di Mazara (TP), Italy.

E-mail: direttore@ias.cnr.it; antonino.adamo@cnr.it; giorgio.tranchida@cnr.it.

For the Beneficiary

Agency for Geodesy, Cartography and Cadastre

48, Serghei Lazo street, MD_2004, Chisinau, Republic of Moldova

Ivan DANII

ivan.danii@agcc.gov.md

19. Article 19 – Annexes

- 19.1. The following documents are annexed to this Contract and are an integral part of it:
- Annex 1 - Project proposal submitted by the Beneficiary
 - Annex 2 – Declaration of Honour
 - Annex 3 – Beneficiary’s Financial Identification Form

20. Article 20 – Signatures

Taking into account the information provided here, this Sub-Grant Agreement is signed by the Parties and begins on the date it is signed.

Signed for and on behalf of the CNR-IAS

Dr. Marco FAIMALI
Acting Director

Signed for and on behalf of Agency for Geodesy, Cartography and Cadastre

Ivan DANII
General Director

Date: 5th of August 2025