

The following is a translation from Estonian. In case of disputes, the Estonian text shall prevail.

CONTRACT NO. PRG/PSG2006 FOR THE AWARDING AND USE OF A GRANT

The Estonian Research Council (hereinafter Council), represented by the Head of the Field of National Research Grants **XXX**, acting under a power of attorney, and **XXX** (hereinafter Principal Investigator) and **institution** (hereinafter institution), represented by **XXX** (hereinafter jointly parties and separately party) have entered into the following contract (hereinafter contract):

1. Contract documentation

1.1. The contract documentation shall include this contract, annexes thereto endorsed with the contract, and annexes that may be agreed on after the entry into the contract that constitute inseparable parts of the contract and form with the contract a single integral contract between the parties.

1.2. Upon entry into the contract, it shall include the following annexes:

1.2.1. Annex 1 – Budget of the research project;

1.2.2. Annex 2 – Data about the team members of the research project.

2. Object of contract

2.1. The object of the contract is the grant of **XXX EUR** (including overhead costs) allocated to the institution in 2025 by the Council for the implementation of the research project **PRG/PSGXXX** „**Title**“ managed by the Principal Investigator at the institution. The project is stored in the Estonian Research Information System (hereinafter ETIS).

3. Obligations of parties

3.1. The Council shall transfer the amount set out in clause 2.1. to the bank account of the institution in two equal instalments. The first instalment shall be transferred within twenty-one (21) days of entering into the contract, the second instalment no later than by 1 August of the year of entering into the contract.

3.2. The Principal Investigator shall:

3.2.1. use the grant awarded to the Principal Investigator in accordance with the Terms and Conditions of the specific grant type from the year of submitting the application (hereinafter Terms and Conditions);

3.2.2. guarantee that the team of the project meets the requirements set in Terms and Conditions;

3.2.3. draw up a report according to the requirements laid down in the Terms and Conditions by the deadline set by the Council. The reporting on the team projects that began before 1 March 2021 is based on the provisions of the Directive of the Director General No. 1.1-4/21/14 of 5 February 2021, Annex 5;

3.2.4. follow the guidelines provided by the Council and remove the shortcomings noted by the Council from the reports within the set term;

3.2.5. immediately notify the Council of the following:

3.2.5.1. expiry of the employment contract entered into with the institution or changes in the workload or place of work which were provided in the employment contract;

3.2.5.2. requirement to amend the project, contract, or contract annexes (including the senior/other research staff member's participation in the project);

3.2.5.3. other circumstances that hinder the implementation of the contract.

- 3.2.6. if applicable, submit to the Council a licence to animal experiments from a specific ethics committee prior to the beginning of the respective research;
- 3.2.7. during the first 6 month since the beginning of the project submit to the Council a data management plan approved by the institution;
- 3.2.8. when using the grant, fulfil all the conditions prescribed upon awarding the grant and obligations laid down in legislation, i.a., in the Terms and Conditions.

3.3. The institution shall:

- 3.3.1. within thirty (30) days of endorsement of this contract, enter into an employment contract with the Principal Investigator in compliance with what has been set out in the application for the research project if such a contractual relationship did not already exist at the time of awarding the grant;
- 3.3.2. guarantee that the member(s) of the project are employed in accordance with the Terms and Conditions (including their workload and salary covered from this grant);
- 3.3.3. allow the Principal Investigator and the research team to use the infrastructure of the institution for the implementation of the research project;
- 3.3.4. make the sum of the direct costs of the project available to the Principal Investigator within a reasonable time after the Council has transferred it to the bank account of the institution;
- 3.3.5. inform the Council of any circumstances hindering the implementation of the research project;
- 3.3.6. after the Principal Investigator has compiled the reports specified in the Terms and Conditions, submit the reports in ETIS by the deadline;
- 3.3.7. on demand submit to the Council information about the workload of the Principal Investigator and the members of the senior research staff in Full Time Equivalent (FTE);
- 3.3.8. submit to the Council, on the basis of subsection 25 (7) of the Regulation No. 105 of the Minister of Finance from 11 December 2003 "The Guidelines for Public Financial Accounting and Reporting", a notice about the receivables, liabilities, revenue, and expenditure related to the grant as of the end of the year no later than by 31 January of the next year;
- 3.3.9. ensure that the shortcomings described by the Council will be removed from the reports within the set term;
- 3.3.10. upon a written request of the Council, transfer the unused grant (including the overhead) or the part of the grant not used for the intended purposes (including the overhead) to the bank account of the Council within seven (7) days;
- 3.3.11. allow the Council or a person authorised by the Council to audit the use of the grant and provide necessary assistance, including allowing access to the premises and the territory of the institution and submit all the requested documents for the purpose of verifying the correctness of the information provided;
- 3.3.12. immediately notify the Council of the following:
 - 3.3.12.1. expiry of the employment contract entered into with the Principal Investigator or changes in the workload or place of work which were provided in the employment contract;
 - 3.3.12.2. change in the employment contract and workload of the member(s) of the project;
 - 3.3.12.3. other circumstances that hinder the implementation of the contract;
- 3.3.13. when using the grant, fulfil all the conditions prescribed upon awarding the grant and obligations laid down in legislation, i.a., in the Terms and Conditions.

4. Liability and legal remedies

- 4.1. The parties shall perform their obligations as required, reasonably, in good faith, with diligence, and based on the principles of good research practice.

- 4.2. The Council shall not be liable for the content and results of the research project.
- 4.3. The Principal Investigator and the institution are obliged to end the violation of the terms of the contract or the Terms and Conditions within term set by the Council.
- 4.4. The Council shall have the right to:
- 4.4.1. require a refund of the whole grant from the institution set out in clause 2.1. if the reports laid down in clause 3.2.3. have not been submitted within sixty (60) days after the arrival of the due date;
- 4.4.2. require a contractual penalty at the rate of ten (10) per cent of the amount fixed in clause 2.1. of this contract for violation of conditions laid down in clause 3.3. of this contract.
- 4.5. The contractual penalty shall be subject to payment within seven (7) days upon receiving the corresponding claim by the Council.
- 4.6. The payment of the contractual penalty shall not preclude the right of the Council to require the performance of obligations arising from the contract as well as the right to terminate the contract prematurely due to the same or any other breach of obligations.

5. Settlement of disputes

- 5.1. Any and all disputes arising from the contract shall in the first place be settled by negotiations based on mutual understanding and public interests.
- 5.2. If the negotiations fail, the dispute shall be settled in the Tartu County Court.

6. Term of contract and premature termination of the contract

- 6.1. The contract shall take effect upon endorsing it in ETIS by the parties and shall remain in full force and effect until the parties have performed all the obligations hereunder.
- 6.2. The contract shall be suspended for the time the project is temporarily suspended.
- 6.3. Upon mutual agreement, the parties shall have the right to terminate this contract at any time.
- 6.4. A party may withdraw from the contract or terminate it in the case of fundamental non-performance of a contractual obligation by the other party and if the party has not commenced performance thereof within the term of ten (10) days granted for the performance of the obligation. A party shall notify of the withdrawal from or termination of the contract at least thirty (30) days in advance.
- 6.5. The Council is entitled to withdraw from the contract if the decision of awarding the grant or the decision to continue funding has been revoked on basis of the Terms and Conditions.
- 6.6. The termination of the contract shall exempt neither the Principal Investigator nor the institution from their reporting obligation or obligations to refund the part of the grant not used for the intended purposes or the unused grant.

7. Final provisions

- 7.1. The parties confirm that they understand and are aware that by endorsing the contract in ETIS, the contract has been entered into.
- 7.2. Changes in the contract can only be made by endorsing the amendments in ETIS by all parties. The ratio of staff and research costs in the annual project budget may be changed up to twenty (20) per cent without making a contractual amendment.
- 7.3. In any issues not regulated by this contract, the parties shall adhere to the applicable legislation of the Republic of Estonia.
- 7.4. The contract signed will be in Estonian. A translation of the contract in English will be annexed to the contract. In case of disputes, the Estonian text shall prevail.

8. Parties

XXX

Estonian Research Council
Head of the Field of National Research Grants

XXX

Principal investigator

XXX

Authorized representative of the host institution