

Grant Agreement

between

Naturschutzbund Deutschland (NABU) e.V.
represented by Leif Miller (Chief Executive Officer)
Charitéstraße 3
10117 Berlin
(hereinafter "NABU")

and

Societatea Pentru Protectia Pasarilor si a Naturii (SPPN)
represented by Vitalie Ajder (President)
(hereinafter "grant recipient")

Preamble

With more than 900,000 members and sponsors, NABU is one of the largest environmental associations in Germany. In its 2,000 groups and divisions, over 70,000 people volunteer for biodiversity and sustainability in their community, their country, in Germany, Europe and beyond.

NABU also realizes its tax-privileged charitable purposes by raising funds for other domestic and foreign corporations and passing them on to them for the realization of their tax-privileged purposes, which must correspond to the purposes of NABU.

NABU would like to promote the charitable work of the grant recipient by providing financial support in accordance to the rules and conditions described below:

§ 1 Funding purpose and project to be funded

NABU would like to promote the charitable work of the grant recipient by providing financial support for the following project:

8th International White Stork Census in Moldova.

Goal of this project is to contribute to the conservation of birds by implementing a census of the national breeding population of White Storks (*Ciconia ciconia*). Implementation can either be done by random sampling methods or full counts during the breeding season. The implementation of these measures will take place during the project duration 1st March 2024 to 31st October 2024.

§ 2 Amount of the grant, payment

(1) NABU grants the beneficiary a non-repayable grant in the amount of 1500€, in words one thousand five hundred euro.

(2) NABU will pay out the grant in one installment upon receipt by NABU of a duly signed contract by SPPN. The recipient of the grant is obliged to provide NABU with a confirmation of receipt of

payment or partial payment within one week of receipt of the payment, stating the date of receipt of the payment and the amount of the funds received.

(3) NABU is entitled to withhold up to 20% of the grant until it has received the final report (Section 3 (2)) has been received.

(4) NABU will pay the grant into the following account of the grant recipient:

Name: Societatea Pentru Protectia Pasarilor si a Naturii

Address: MD-6321, str. Mecanizatorilor 7, Iargara, Republica Moldova

Bank name: BC „Mobiasbancă - Groupe Societe Generale„ S.A.

Bank address: MD-2012, bd Ștefan cel Mare și Sfânt 81 A

SWIFT code: MOBBMD22

Account number: 2224710SV99101817100-EUR

IBAN: MD46MO2224ASV99101817100

§ 3 Evidence of appropriate use; Recovery

(1) To ensure its non-profit status, NABU must prove to the tax office responsible for it that the recipient of the grant is a tax-privileged corporation entitled to receive grants and that the recipient of the grant will use the funds received exclusively for the tax-privileged project within the meaning of this agreement (§ 1). The grant recipient hereby guarantees that he has the status of a tax-privileged corporation and that the funds received will only be used for the tax-privileged project described in § 1.

(2) The recipient of the grant will provide NABU with evidence of the appropriate use of the grant by a final report. Within 4 weeks after the end of the activity, the grant recipient will provide NABU with a final report. This report will include a descriptive part including the estimate of the national breeding population of White Storks and an explanation how this number has been derived and a financial report, showing the appropriate use of the grant for the project (§ 1). The financial report must include a detailed description of how the grant has been used, together with appropriate supporting documents.

(3) The recipient of the grant is obliged to inform NABU immediately of any changes with regard to the content and timing of the project described in § 1 as well as any other circumstances that could hinder the successful implementation of the project.

(4) If the grant recipient does not comply with his obligations of use, information and proof within the scope of this paragraph, NABU is entitled to demand the return of all or part of the funds at its own discretion or to suspend the payment of further installments. The grant recipient is obliged to return the corresponding funds immediately. The assertion of further damages by NABU in connection with the violation of the above mentioned obligations by the grant recipient is not excluded.

§ 4 Publications

In all public statements, publications or events, reference must be made to the financial support provided by NABU. The recipient of the grant will coordinate with NABU in advance on the type and manner of such information.

§ 5 Results, Right of Use

(1) All results achieved by the grant recipient within the scope of the project supported by NABU (§ 1) become the property of the grant recipient. Results within the meaning of this regulation are all knowledge, developed objects, inventions, processes and programs that arise during the implementation of the project and are recorded in any form or are available to the grant recipient in any other form. The results also include their descriptions and the records produced in all phases of the project (e.g. the final report according to § 3 (2)).

(2) NABU and the grant recipient agree that the essential results of the project - at least in the content of the final report (§3 para.(2)) - shall be made available to the interested public in a suitable manner or published in another appropriate manner (e.g. in membership or special magazines) within a reasonable period of time after completion of the project.

(3) For the purpose stated in paragraph 2, the grant recipient will grant NABU an irrevocable, spatially and temporally unlimited, gratuitous, non-exclusive right to use the results of the project as defined in paragraph 1. The right of use includes the right to reproduce, distribute and store, make publicly available also through interactive products and services, the right of presentation and the right to reproduce through image and sound carriers in printed or electronic form as well as the right to transfer the right of use to third parties for the intended purpose.

§ 6 Liability

(1) There is no liability of either party for damage, loss or cost (including business interruption, loss of business, loss of data).

(2) The liability of the parties for damages resulting from injury to life, body or health and intent or gross negligence remains unaffected.

§ 7 Confidentiality, data protection

(1) The parties will observe confidentiality and data protection and treat other non-public information relating to or connected with this Agreement as confidential as they are their own and with the care they take in their own affairs.

(2) If and to the extent that the services require the storage, transfer, processing, use or disclosure of personal data that are subject to data protection regulations, each party assures that the necessary protective measures, authorizations, information and notifications required for this purpose are complied with applicable data protection regulations. Further legal data protection regulations remain unaffected.

§ 8 Applicable law, place of jurisdiction

(1) This contract and its interpretation are subject to the law of the Federal Republic of Germany. Only the German version of the agreement is authoritative.

(2) The exclusive place of jurisdiction for all disputes arising from or in connection with this contract is, as far as permissible, Berlin.

§ 9 Final provisions

(1) This agreement contains all agreements between the parties regarding the provisions forming the subject matter of the agreement and replaces all previous written and verbal agreements between the parties in this regard.

(2) Changes and supplements to this agreement as well as collateral agreements must be made in writing to be effective, unless this contract expressly provides for a different regulation. This shall also apply to changes to this written form requirement.

§ 10 Copyright

(1) NABU is entitled to use all information, photographs, and video footage in relation to the Project to promote its mission (e.g., fundraising, public education and publications).

§ 11 Communication

(1) The official contact person from Partner side is xxxxxx. NABU International's contacts persons are Vera Brust and Kai-Michael Thomsen (stork_census@nabu.de).

(...), the (...)

(...), the (...)

Naturschutzbund Deutschland (NABU) e.V.

xxxxxxxxxx

Berlin, 22.1.2024


Leif Müller
CEO NABU

NABU-Bundsgeschäftsstelle
Charlottenstraße 3 · 10117 Berlin
Tel. 030.28 49 84-0 · Fax 030.28 49 84-20 00
NABU@NABU.de · www.NABU.de

Vitalie Ajder
President SPPN