



For reference only

Annex 4

CONTRACT

No. /

Today,, between:

1. The "REWILDING RHODOPE" FOUNDATION, UIC 203873182, with registered office and business address: Haskovo, 41 Bulgaria Blvd., Youth Center, Office 114, represented by ANDREANA IVANOVA TRIFONOVA – Executive director, hereinafter referred to as the "Contracting Entity", of the one part,
and

2., with address:, UIC/BULSTAT:, represented by –, hereinafter referred to as the CONTRACTOR,

on the basis of an Open Call for proposals for Replication projects, Funded as financial support to third parties within Project: Restoration of the Cinereous vulture population and trophic chain in the Bulgarian Greek cross-border region, Project acronym: LIFE23-NAT-BG-LIFE Rhodope Vulture and approved by the expert commission appointed by Order No. of the Executive Director of Rewilding Rhodopes Foundation with Protokol from 2025, this contract is concluded for the following:

I. SUBJECT OF THE CONTRACT

Art. 1. (1) The subject of this contract is the provision of financial support in the amount of (.....) EURO for the implementation of the project, (hereinafter referred to as the Project).

(2) The financial support is granted for, in accordance with the Project budget, application reg. No., which is an integral part of this contract.

(3) The Contractors bank account to which the amount will be transferred is as follows: IBAN:, BIC:, serviced by:,

II. FUNDING

Art. 2. This Contract is implemented under Project No. 101148254 — LIFE23-NAT-BG-LIFE Rhodope Vulture / Restoration of the Cinereous Vulture Population and Trophic Chain in the Bulgarian-Greek Cross-Border Region, financed by the LIFE Programme, co-funded by the European Union through the European Climate, Infrastructure and Environment Executive Agency (CINEA) and with the financial contribution of Rewilding Europe.

Art. 3. The CONTRACTOR accepts the financial support under Art. 1 and undertakes to implement the project at their own responsibility.

III. PROJECT IMPLEMENTATION PERIOD

Art. 4. The CONTRACTOR undertakes:

1. To implement the project by;
2. To submit to the CONTRACTING ENTITY's relevant department a narrative and financial report on the use of the financial support under Art. 1 by (1 month after the completion date, stated in point 1 of this article).

IV. RIGHTS AND OBLIGATIONS OF THE CONTRACTING ENTITY

Art. 5.

- (1) The CONTRACTING ENTITY shall transfer as advance payment 50 % the funds for financial support under Art. 1 to the CONTRACTOR's bank account within 7 days from the registration of the contract in the records of the CONTRACTING ENTITY.
- (2) The final payment of 50 % of the contracted amount will be transferred to the CONTRACTOR's bank account within 7 days after the approval of the narrative and financial report on the use of the financial support.

Art. 6.

- (1) The CONTRACTING ENTITY has the right, at any time until the deadline under Art. 4, item 2, to request information from the CONTRACTOR regarding the implementation of the project.
- (2) The CONTRACTING ENTITY has the right to express an opinion on the documents submitted under Art. 4, item 2, and Art. 11, and accordingly notify the CONTRACTOR of any unapproved expenses, inaccuracies, or omissions, including rejected invoices or other discrepancies, by specifying a 5-day deadline to correct the identified issues.
- (3) If the identified inaccuracies and omissions are not corrected within the deadline specified in paragraph (2), the provisions of Section VI – Control and Sanctions shall apply.

Art. 7.

The CONTRACTING ENTITY shall appoint the employee: to monitor and accept the performance of the contract in accordance with its conditions and deadlines.

IV. RIGHTS AND OBLIGATIONS OF THE CONTRACTOR

Art. 8.

The CONTRACTOR undertakes to implement the project in accordance with the parameters approved by the expert commission.

Art. 9.

- (1) The CONTRACTOR undertakes to spend the provided financial support solely for the activities related to the implementation of the project, as defined in Art. 1.



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(2) Expenses incurred for activities outside those listed in Art. 1, as well as expenses exceeding the financial support and/or not meeting the requirements of this contract, shall be at the CONTRACTOR's own expense.

(3) Expenses reported for activities related to the implementation of the project under Art. 1 must be incurred and paid within the period from the contract's effective date until the final reporting date under Art. 4, item 2.

(4) Expenses that are ineligible for reimbursement under this contract include, but are not limited to: profit margins, interest owed, exchange rate losses, fines, penalties, and any costs already financed under another grant or funding scheme (i.e., double funding). The CONTRACTOR shall be solely responsible for covering such expenses.

Art. 10.

The CONTRACTOR has the right, during the course of the project, to reallocate up to 15% of the total value of the approved funding under this contract between budget items, provided that such reallocation is explicitly stated in the project report.

Art. 11.

The CONTRACTOR undertakes to submit to the CONTRACTING ENTITY, by the deadline under Art. 4, item 2, a narrative report on the implementation of the project activities and a financial report on its execution, accompanied by certified true copies ("True to the original"), signed and stamped, of the original accounting documents for the project expenses funded within this contract.

Art. 12.

(1) The CONTRACTOR is obliged to include the following statement on promotional posters, brochures, programs, invitations, their website, social media profiles, and all printed, audio, and video materials, as well as any online presentations related to the project:

“This was produced under the project no. 101148254 — LIFE23-NAT-BG-LIFE Rhodope Vulture, which is co-funded by the LIFE program of the European Union within Financial support to third parties“

The CONTRACTOR must submit one copy of these materials and specify the social media profiles where the information is published to the relevant to the CONTRACTING ENTITY, along with the report under Art. 4, item 2.

(2) The CONTRACTOR also undertakes to announce through mass media, their website, social media profiles, and in all other promotional materials issued in relation to the implementation and public dissemination of the project, that the action was carried out with the financial support of LIFE programme.

Art. 13.

The CONTRACTOR undertakes to ensure that all copyright and related rights associated with the implementation of the project are settled in accordance with the applicable European legislation and declares that the project will not commence before all issues related to copyright and related rights



have been resolved in accordance with the applicable legal framework. (in cases where this is applicable)

Art. 14 (1) The CONTRACTOR undertakes to:

1. Fulfill the contract in compliance with the principles of cost-effectiveness, efficiency, transparency, and quality, in accordance with best practices in the relevant field and this Contract, and for this purpose, provide all financial, human and material resources necessary for its complete and accurate implementation.
2. Maintain the confidentiality of sensitive/proprietary information and refrain from disclosing, in any form, proprietary or business information obtained during and/or in connection with the performance of the Contract to third parties without the explicit written consent of the Contracting Entity and the recipient.
3. Protect the reputation of the CONTRACTING ENTITY and in no way—through actions, words, or omissions undermine its prestige.
4. Present to the CONTRACTING ENTITY the results achieved under each activity of the Contract in the form and manner described in this Contract and its annexes.
5. At its own expense, correct any omissions and/or deficiencies identified by the CONTRACTING ENTITY in accordance with the regulatory deadlines or those set by the Contracting Entity.
6. Exercise due diligence in preserving and safeguarding all original documentation in its possession and shall bear material and administrative responsibility for any consequences arising from the loss or destruction of such documents.
7. Maintain accurate and systematic records, accounting, and reporting related to the activities under this Contract, including accurate and regular documentation and financial reports reflecting the execution of the Contract.
8. Store all documents (including technical and financial ones) related to the execution of the Contract in a dedicated file. These documents must be cataloged in a way that facilitates verification, and the CONTRACTOR must notify the CONTRACTING ENTITY of their exact location.
9. Fully cooperate with the CONTRACTING ENTITY (including any authorized representatives), authorized representatives of the European Climate, Infrastructure and Environment Executive Agency (CINEA), the European Court of Auditors (ECA), the European Anti-Fraud Office (OLAF), European Commission bodies, the Directorate for the Protection of the Financial Interests of the European Union, the Ministry of Interior (AFCOS), and other national audit and control bodies when exercising their powers under EU and national legislation. This includes granting access for inspections, on-site checks, audits, document copying, etc. The CONTRACTOR, its partners, and subcontractors must ensure the presence of a representative and one or more qualified and experienced employees directly involved in implementing the Contract, and provide access to premises, documents, databases, and any information related to the financial and technical management and implementation of the Contract.

10. Implement the measures and recommendations included in the reports from on-site inspections as described above.
 11. Preserve, ensure access to, and provide upon request to CINEA, ECA, OLAF, European Commission bodies, the Directorate for the Protection of the Financial Interests of the EU, the Ministry of Interior (AFCOS), and other national audit and control bodies all documents related to the Contract for a period of five (5) years, starting from the receipt of the final payment under the project.
 12. Take all necessary measures to avoid conflicts of interest and immediately notify the Contracting Entity of any situation that could cause such conflict—especially when impartial and objective performance of rights and obligations under the Contract is compromised due to familial or emotional ties, political or national affiliation, economic interest, or any other direct or indirect personal interest.
 13. Perform its obligations under the Contract impartially and in good faith, in accordance with professional ethics and best practices in the relevant field, while also adhering to European values and principles, including non-discrimination, gender equality, freedom, democracy, respect for human rights (including minority rights), pluralism, tolerance, justice, and solidarity. Discrimination based on gender, race, skin color, ethnic or social origin, genetic features, language, religion or belief, political or other opinion, membership of a national minority, property, birth, disability, age, or sexual orientation is not permitted during the contract's execution.
- (2) The CONTRACTOR declares its consent for the CONTRACTING ENTITY, the competent tax authority, and other national audit and control bodies to provide information about the CONTRACTOR to any party authorized to receive it.
 - (3) When exercising its powers, the CONTRACTOR—including any member of its implementation team—shall comply with the applicable European and national data protection legislation.
 - (4) The CONTRACTOR shall be responsible for the legality, quality, completeness, and applicability of the services delivered under the Contract.
 - (5) The CONTRACTOR shall be liable for any damages caused to third parties resulting from unlawful actions during or in connection with the fulfillment of its obligations, including those related to data protection.
 - (6) The CONTRACTING ENTITY shall not be held liable for any claims or complaints arising from violations of legal requirements or failure to comply with contractual terms by the CONTRACTOR.

V. AMENDMENTS AND TERMINATION OF THE CONTRACT

Art. 15.

- (1) Amendments and additions to this contract shall be made through supplementary agreements signed by both parties.
- (2) No changes shall be allowed that violate the principle of equal treatment of applicants or distort the competitive conditions established in the application requirements and approved by the expert commission and/or result in an increase of the approved amount for financial support under Art. 1, para. 1.

(3) Changes to the parameters of the application for Third party financial support may be made upon submission of a written request accompanied by a justification and supporting documents, no later than 1 month before the expiration of the deadline under Art. 4, item 1. The request shall be reviewed by the relevant employee appointed to monitor the project execution and approved by the Expert commission, which shall prepare a substantiated report with a proposal to the Executive director (ED) on the validity or lack thereof of the request. A supplementary agreement shall be concluded upon approval of the proposal by the ED.

(4) If the CONTRACTOR fails to meet the notification deadline under para. 3 or fails to provide justification, the CONTRACTING ENTITY reserves the right to refuse the conclusion of a supplementary agreement.

(5) In the case of force majeure, the CONTRACTOR may request the conclusion of a supplementary agreement by submitting a motivated justification outlining the circumstances that led to the failure to meet the contract deadline. In this case, the CONTRACTOR is also required to submit written supporting documents.

(6) For the purposes of this contract, "force majeure" refers to extraordinary circumstances such as fire, industrial accidents, military actions, natural disasters, embargoes, government prohibitions, strikes, riots, civil unrest, etc., which the party could not have foreseen or prevented with due diligence and which arose after the conclusion of the contract. If the CONTRACTOR was already in delay when the force majeure occurred, they may not invoke force majeure to excuse non-performance under this contract.

Art. 16.

The contract shall be terminated upon the complete, timely, and high-quality fulfillment of all obligations of the parties and acceptance of the performance without objections.

Art. 17.

The contract may be terminated early:

1. By mutual written agreement of the parties.

2. Unilaterally by the CONTRACTING ENTITY:

2.1. If the CONTRACTOR delays the implementation of the activities under this contract by more than 45 days and fails to notify the CONTRACTING ENTITY within 14 days from the occurrence of the circumstance causing the delay;

2.2. In relation to the CONTRACTOR, if insolvency or liquidation proceedings commence during the term of the contract;

2.3. In the event of force majeure resulting in an objective impossibility to perform the assigned work.

VI. CONTROL AND PENALTIES

Art. 18.

(1) In the case of complete non-performance of the subject of the contract, the CONTRACTOR shall return the funds under Art. 1, para. 1 within 14 days after the deadline under Art. 3, item 1, along with a penalty amounting to 5% of the granted sum. A delay in the performance of the contract exceeding 45 calendar days from the deadline in Art. 3, item 1 shall be considered complete non-performance.

(2) In the event of delayed performance of individual obligations under the contract, excluding the cases described in para. 6, the CONTRACTOR shall owe a penalty of 0.01% of the total received amount under the contract for each calendar day of delay until the breach is remedied, but not more than 5%. A delay of more than 45 calendar days beyond the specified deadline for any obligation under the contract shall be considered a failure to perform.

(3) In the event of partial non-performance of an obligation under the contract, except for cases under Art. 11, the CONTRACTOR shall return the amount received from the CONTRACTING ENTITY proportional to the unfulfilled portion or the disallowed expenses, as well as a penalty of 5% of the value of the unfulfilled part of the contract. If the obligation under Art. 11 is not fulfilled, the CONTRACTOR shall owe a penalty of 0.01% of the received sum under the contract for each calendar day of delay until the breach is remedied, but not more than 2%.

(4) If the sums under this article are not returned within the specified period, they will be collected through legal proceedings.

(5) If a narrative and/or financial report on the implementation of the contract is not submitted, the CONTRACTOR shall return the received amount under Art. 1 along with a penalty of 5% of the granted sum.

(6) In case of delay in the deadlines for submission of the narrative and/or financial report on the implementation of the contract, the CONTRACTOR shall owe a penalty of 5% of the granted sum.

Art. 19.

(1) Upon termination of the contract, the CONTRACTOR shall return the funds under the contract proportionally to the unfulfilled activities. If the early termination of the contract is due to the fault of the CONTRACTOR, they shall also owe a penalty of 5% of the value of the proportionally unfulfilled activities.

(2) The CONTRACTING ENTITY shall not owe a penalty in cases where it exercises its right to terminate the contract early with the CONTRACTOR.

VII. OTHER CONDITIONS

Art. 20.

The parties undertake to process the personal data specified in the contract or obtained during and in connection with its execution in accordance with the principles and provisions on personal data



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protection as set out in Regulation (EU) 2016/679 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, and repealing Directive 95/46/EC (General Data Protection Regulation), as well as the Personal Data Protection Act.

Art. 21.

For all matters not regulated by this contract, the provisions of the applicable legislation of the Republic of Bulgaria shall apply.

Art. 22.

Disputes between the parties under this contract shall be resolved by mutual agreement, and if no agreement is reached – by the competent court at the seat of the CONTRACTING ENTITY.

Art. 23.

Correspondence between the parties shall be sent to the addresses provided by them. In case of a change of address, the CONTRACTOR shall notify the CONTRACTING ENTITY of the change. If such notification is not given, correspondence shall be considered delivered to the address provided by the parties as of the date of its sending.

For the purposes of executing this contract, the parties agree that messages, notifications, invitations, and other documents shall be considered duly delivered if sent to the following addresses:

FOR THE CONTRACTING ENTITY:

Employee –

Tel:, E-mail:

FOR THE CONTRACTOR:

.....

Tel:, E-mail:

In the event of a change to the designated contact persons or addresses, the party making the change must notify the other party in writing within 7 days of the change.

This contract is signed in two (2) identical copies, one for each party, and enters into force on the date of its registration in the records of the CONTRACTING ENTITY.

FOR THE CONTRACTING ENTITY:

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FOR THE CONTRACTOR:

DIRECTOR/CHAIRPERSON/MANAGER:

