



## Annex 8: Model Subgrantee Agreement\*

*\*This document is provided only for reference. The actual Subgrantee Agreement template will be provided to the winning applicants during the Contracting phase.*



*TITAN is a project that has received funding from the European Union's Horizon Europe Research and Innovation Programme under Grant Agreement No 101060739*

## Contracting parties

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INTERNATIONAL LIFE SCIENCES INSTITUTE EUROPEAN BRANCH AISBL (ILSI) Av. E. Mounier 83, BRUXELLES 1200, Belgium, VAT number: BE 0432722740, represented for the purposes of signing the Agreement by Executive Director, Isabelle Guelinckx, legal representative of ILSI Europe.

Hereinafter referred as the "**Project Coordinator**"

FOODSCALE HUB GREECE ASSOCIATION FOR ENTREPREUNERSHIP AND INNOVATION ASTIKI MI KERDOSKOPIKI ETA (FSH), LEONTOS SOFOU 20, po box: 000 570 01, THERMI THESSALONIKI Greece, represented for the purpose of signing the Sub-grant Agreement by Manager, Grigorios Chatzikostas, legal representative of FSH.

Hereinafter referred as the "**Treasurer**"

Of the one part,

*[NAME OF THE BENEFICIARY, established in ADDRESS, REPRESENTED for the purpose of signing the Subgrantee Agreement and representing the Pilot as a whole (either as a single applicant or a Consortium leader - according to the consortium agreement signed by NAME OF ALL BENEFICIARIES)*

Hereinafter referred as the "**Subgrantee**"

Hereinafter collectively referred as the "Contracting Parties"

HAVE AGREED to the following terms and conditions including those in the TITAN Open Call Annexes, which form an integral part of this TITAN Subgrantee Agreement. (hereinafter referred as the "Contract").

## General provisions

The European Commission (hereinafter referred to as the "EC") and the Project Coordinator of the TITAN consortium, have signed the Grant Agreement no 101060739 for the implementation of the project "Transparency solutions for transforming the food system." (Acronym: TITAN) within the framework of the Programme HORIZON-CL6-2021-FARM2FORK-01-17.

The Subgrantee has received the favorable resolution by the evaluators and therefore is entitled to receive funding and support according to the terms and conditions set out under this Subgrantee Agreement and in accordance with the Annex 2: Open Call Guidelines for Applicants. The TITAN partner(s) responsible for the provision of said support in the TITAN project will make themselves available to the Subgrantees.

This Contract aims at defining the framework of rights and obligations of the Contracting Parties.

The funding received by the Subgrantee is the property of the EC. The Project Coordinator and Treasurer are mere holders and managers of the funds.

## Article 1 – Entry into force and Termination of the contract

### 1.1 Entry into force

This contract shall enter into force on 01.02.2024 (tentative date), subject to its signature by the last Contracting Party. The Project Coordinator and Treasurer shall sign this contract, only after the following documents have been received from the Subgrantee:

- The original signed Declaration of Honour (as given in Annex 4 of this Contract)
- Declaration of Conducting Business (as given in Annex 5 of this Contract)
- Copy of ID-card or Passport of legal representative(s) of the Subgrantee
- Copy of the original Extract of SME registration of the Subgrantee or all consortium members (in case of winning consortia)
- Proof of VAT registration of the Subgrantee or all consortium members (in case of winning consortia)
- Bank Information Form (as given in Annex 7 of this contract)

All Contracting parties must sign this document no later than 26.01.2024. (tentative date) in order to organize a Kickoff Meeting before the official start of Subproject implementation.

Besides the hard copies that will arrive by mail, the Project Coordinator and Treasurer will sign this Subgrantee agreement via *DocuSign*.

The original documents will be sent to the Project Coordinator for the signature of the legal representative. Afterwards, the Project Coordinator will send these documents to the Treasurer for the signature of the legal representative. The original documents will be archived at the Treasurer's office.

All documents shall be sent to the TITAN Consortium first via email to the following address: titan@opencallhub.eu, while the Annexes 4, 5 and this Contract will also be sent as originals, via regular mail, to the following address:

INTERNATIONAL LIFE SCIENCES INSTITUTE EUROPEAN BRANCH AISBL (ILSI) (TITAN team)

Avenue E. Mounier 83

1200

Bruxelles

Belgium

The Subgrantee is solely responsible for the accuracy of all data provided to the TITAN consortium.

### 1.2 Contract termination

This contract terminates in the event of unjustified withdrawal by the Subgrantee of the current fulfilment of its Contract obligations." Unjustified "withdrawal" covers any situation out of " Force Majeure" qualification which determines the absence of performance of the Subgrantee contractual obligations.

## Article 2 – Obligations and Responsibilities of the Subgrantee

The obligations and responsibilities of the Subgrantee are defined in detail in the Annex 2 - Open Call Guidelines for Applicants.

In order to receive funding from the TITAN consortium, the Subgrantee that has been declared the winner of the TITAN Open Call must submit the relevant deliverables and complete the relevant Cycles of the TITAN Business Support Programme. Only after they have been given positive feedback regarding their deliverables from the TITAN consortium, shall they be entitled to the funding from the TITAN consortium. Upon receiving positive feedback regarding their deliverable, the Subgrantee must send the Request for Payment and a Certificate of Tax Residence to the Treasurer in order to receive the funding.

In case the deliverables have not been evaluated positively, the TITAN consortium will ask the Subgrantees for additional clarifications. This could affect the timing of payments, as the positive review of the deliverable is the trigger for releasing the respective payment.

In case the Subgrantee does not comply with the additional request by the TITAN consortium or if the deliverables are not accepted upon receiving additional clarifications, the TITAN consortium reserves the right to terminate the contract automatically. In such case, all financial transactions made by TITAN towards the Subgrantee (if any at a designated time) must be reimbursed within 10 calendar days upon receipt of an official contract termination.

Additionally, the Subgrantee 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 subproject. If the Subgrantee is involved in a conflict of interest or is at risk of conflict of interest, the Subgrantee must formally notify the TITAN Consortium Partners without delay and immediately take all necessary steps to rectify this situation.

## Article 3 – Breach of Contractual obligations

In the event of the breach of the contractual obligations by the Subgrantee, the TITAN consortium reserves the right to claim the Subgrantee the full refund of all payments made to the Subgrantee up to date and suspend all further payments. The TITAN Consortium shall determine the breach of the contractual obligations by the Subgrantee. The provision of false or misleading declarations by the Subgrantee or any unsolved situation of conflict of interest constitutes an example of a breach of contractual obligations by the Subgrantee.

## Article 4 – Financial contribution and financial provisions

### 4.1 Maximum financial contribution

The maximum financial contribution to be granted by the TITAN consortium to the Subgrantee shall not exceed the amount of 156,330€. This financial contribution will be given in three installments, upon acceptance of the appropriate deliverables and completion of the relevant cycle of the TITAN Business Support Programme.

### 4.2 Distribution of financial contribution

The financial contribution to be granted to the Subgrantee shall be distributed in accordance with the provisions of the Annex 2: Open Call Guidelines for Applicants.

In any case, the financial grant to be paid will always be subject to:

- Completion of the relevant Cycle of the TITAN Business Support Programme,
- Reception of the relevant deliverable(s),

- A favourable resolution by the evaluators and TITAN partner responsible for assessing the subproject execution,
- Reception of the Request for Payment and Certificate of Tax Residence (both electronically and in hard copy),
- The Subgrantee's Bank Account (Annex 7) matches the Instructions for payment issued by the bank of the Subgrantee,
- Payments to the Subgrantee will be made by the Treasurer. In particular:
  - The Treasurer reserves the right to withhold the payments in case the Subgrantee does not fulfil its obligations and tasks as per Annex 2 – Open Call Guidelines for Applicants;
  - Banking and transaction costs charged by any of the banks related to the handling of any financial resources made available to the Subgrantee by the Treasurer shall be covered by the holder of the bank account which originated the cost. This means that the Treasurer bears the cost of transfers charged by their bank and the Subgrantee bears the costs of transfers charged by the bank of the Subgrantee;
- Payments will be released by the Treasurer no later than ten working days after the notification by the Project Coordinator,
- The Subgrantee is responsible for complying with any tax and legal obligations that might be attached to this financial contribution.

#### 4.3 Payment schedule

The payment schedule is directly linked to the relevant stage of the Subgrantee's project as per Annex 2: Open Call Guidelines for Applicants.

#### Article 5 – Liability of the Subgrantee

Neither the Project Coordinator, the Treasurer nor the EC can be held liable for any acts or omissions of the Subgrantee in relation to this Contract. At the same time, the Subgrantee is responsible for any act or omission that causes damage to the Coordinator, the Treasurer, and/or the EC in relation to this Contract. The Subgrantee is also solely responsible for any damages that might come to third parties as a result of the Subgrantee's activities.

The Subgrantee shall bear sole responsibility for ensuring that their acts within the framework of this Contract do not infringe third parties' rights. There is no joint liability between the Contracting Parties.

#### Article 6 – Confidentiality

With respect to all information of whatever nature or form as is disclosed between the Contracting Parties in connection with the subproject and identified in writing as confidential, the terms of this Article shall apply.

The Contracting Parties agree that such information is communicated on a confidential basis and its disclosure may be prejudicial to the owner of information.

#### Article 7 – Force Majeure

"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 Agreement, which was not attributed to error or negligence on their part and which proves to be inevitable in spite of exercising all due diligence.

Any default of a service, defect in equipment or material or 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.

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.

No contracting party shall be considered to be in breach of its obligations and tasks if Force Majeure causes such breach. A Contracting Party will notify the other Contracting Parties of any Force Majeure as soon as possible. In case the Subgrantee is not able to overcome the consequences of Force Majeure within 10 (ten) days after such notification, the TITAN Consortium will decide accordingly, including the termination of the Contract.

## Article 8 – Information and communication

The Subgrantees must promote the subproject, the TITAN project and its results, by providing the description of their project upon request from the TITAN Consortium and highlight the financial support of the EC.

Unless the European Commission or the TITAN coordinator requests or agrees otherwise or unless it is impossible, any communication activity related to the action (including in electronic form, via social media, etc.), any publicity, including at a conference or seminar or any type of information or promotional material (brochure, leaflet, poster, presentation etc.), and any infrastructure, equipment and major results funded by the grant must:

- (a) display the EU emblem;
- (b) display the TITAN logo and
- (c) include the following text:

*For communication activities: "This project has indirectly received funding from the European Union's Horizon Europe research and innovation programme under project TITAN (grant agreement No 101060739)".*

*For infrastructure, equipment and major results: "This [infrastructure][equipment][insert type of result] is part of a sub-project that has indirectly received funding from the European Union's Horizon Europe research and innovation programme under project TITAN (grant agreement No 101060739)".*

When displayed in association with a logo, the European emblem should be given appropriate prominence. This obligation to use the European emblem in respect of projects to which the EC contributes implies no right of exclusive use. It is subject to general third-party use restrictions that do not permit the appropriation of the emblem, or any similar trademark or logo, whether by registration or by any other means. Under these conditions, the Subgrantee is exempted from the obligation to obtain prior permission from the EC to use the emblem. Further detailed information on the EU emblem can be found on the Europa web page.

Any publicity made by the Subgrantee in respect of the subproject, in whatever form and on or by whatever medium, must specify that it reflects only the author's views and that the EC or TITAN project is not liable for any use that may be made of the information contained therein.

The EC and the TITAN consortium shall be authorised to publish, in whatever form and on or by whatever medium, the following information:

- the official name of the Subgrantee;
- contact address of the Subgrantee;
- the general purpose of the subproject;
- the amount of the financial contribution foreseen for the subproject; after the final payment, and the amount of the financial contribution actually received;
- the geographic location of the activities carried out;
- the list of dissemination activities and/or of patent (applications) relating to foreground;
- the details/references and the abstracts of scientific publications relating to foreground and, if funded within the subproject, the published version or the final manuscript accepted for publication;
- the publishable reports submitted to TITAN;
- any picture or any audio-visual or web material provided to the EC and TITAN in the framework of the subproject.

The Subgrantee shall ensure that all necessary authorisations for such publication have been obtained and that the publication of the information by the EC and TITAN does not infringe any rights of third parties.

Upon a duly substantiated request by the subproject representative, the TITAN consortium, if such permission is provided by the EC, may agree to forego such publicity if disclosure of the information indicated above would risk compromising the Subgrantee's security, academic or commercial interests.

Any publicity made by the Subgrantee in respect of the subproject accepted by the TITAN consortium, in whatever form and on or by whatever medium, must specify that it reflects only the author's views and that the Project Coordinator, TITAN consortium or EC are not liable for any use that may be made of the information contained therein.

The TITAN consortium and EC shall be authorised to publish, in whatever form and on or by whatever medium the following information:

- The legal name of the Subgrantee
- Contact address of the Subgrantee
- The general purpose of the project
- The amount of financial contribution of the EC

The Subgrantee shall ensure that all necessary authorisations for such publication have been obtained and that the publication of the information by the Project Coordinator, TITAN consortium or EC does not infringe any rights of third parties.

Upon a duly substantiated request by the Project Coordinator on behalf of the Subgrantee, the EC may agree to forego such publicity if disclosure of the information indicated above would risk compromising the Subgrantee's security, academic or commercial interests.



## Article 9 – Data protection

### 9.1 Data protection obligations

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.

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.

The Subgrantee might use and process the data only for the purposes of this Contract and during the length of the Contract. Any unauthorised use is forbidden. In any event, neither the TITAN Project coordinator nor the Treasurer will be held responsible for any abusive use of data incurred into by the Subgrantee.

The Subgrantee shall not try to re-identify anonymised data. If re-identification occurs, the Subgrantee commits not to use such data. The Subgrantee shall delete, at the end of this Contract, the data to which the Subgrantee has been granted access during the implementation process, except where an agreement is entered into with the Data Provider.

### 9.2 New data produced

The Subgrantee acknowledges that they will be the " data controller" of any new dataset of personal information that the Subgrantee may produce in the course of the TITAN project.

## Article 10 – Financial audit and controls

The EC may, at any time during the implementation of the Project and up to five years after the end of the TITAN project (foreseen for 31st of August 2026), arrange for financial audits to be carried out, by external auditors, or by the EC services themselves including in the European Anti-Fraud office (OLAF), on the Subgrantee. The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the EC. Such audits may cover financial, systemic and other aspects (such as accounting and management principles) relating to the proper execution of the Grant Agreement. They shall be carried out on a confidential basis.

The Subgrantee shall make available directly to the EC all detailed information and data that may be requested by the EC or any representative authorised by it, with a view to verifying that the Grant Agreement is properly managed and performed in accordance with its provisions and that costs have been charged in compliance with it. The information and data must be precise, complete and effective.

The Subgrantee shall keep the originals or, in exceptional cases, duly authenticated copies – including electronic copies – of all documents relating to the Contract until 2031. These shall be made available to the EC where requested during any audit under the Grant Agreement.

In order to carry out these audits, the Subgrantee shall ensure that the EC's services and any external body(ies) authorised by it have on-the-spot access at all reasonable times, notably to the Subgrantee's offices, to its computer data, to its accounting data and to all the information needed to carry out those audits, including information on individual salaries of persons involved in the subproject. The Subgrantee shall ensure that the information is readily available on the spot at the moment of audit and, if so requested, the data must be handed over without delay and in an appropriate form.

On the basis of the findings made during the financial audit, a provisional report shall be drawn up. It shall be sent by the EC or its authorized representative to the Subgrantee concerned, which may make observations thereon within one month of receiving it. The EC may decide not to take into account observations conveyed or documents sent after that deadline. The final report shall be sent to the Subgrantee concerned within two months of the expiry of the aforementioned deadline.

On the basis of the conclusions of the audit, the EC shall take all appropriate measures which it considers necessary, including issuing recovery orders regarding all or part of the payments made by it and the application of any applicable sanction.

The European Court of Auditors shall have the same rights as the EC, notably right of access, for the purpose of checks and audits, without prejudice to its own rules. In addition, the EC may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the EC in order to protect the European Communities' financial interests against fraud and other irregularities.

## Article 11 – Amendments

Amendments or changes to this Contract shall be made in writing and signed by the duly authorized representative of the Contracting Parties. Nevertheless, in the event the EC modifies the conditions, the TITAN Consortium partners will amend the Contract accordingly.

## Article 12 – Language

The contract is drawn up in English language, which shall govern all documents, notices, meetings and processes relative thereto.

## Article 13 – Applicable law

This Contract shall be construed in accordance with and governed by the laws of Belgium.

## Article 14 – Settlement of disputes

If the Contracting Parties are unable to resolve a dispute amicably, such dispute will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators in Brussels.

Each of the Contracting Parties to the dispute shall appoint one (1) arbitrator, and the three (3) arbitrators so appointed shall elect the presiding arbitrator. Should a Party to the dispute, which should appoint an arbitrator, fails to do so within fourteen (14) days of the delivery of the written notice, to do so from the other Party to the dispute or should the appointed arbitrators fail to reach agreement on the presiding arbitrator within fourteen (14) days after their appointment, such arbitrator shall be appointed in accordance with the Rules upon request of any of the Parties to the dispute.

The seat of arbitration shall be Brussels.

The Contracting Parties agree that the language of the arbitration, including oral hearings, written evidence and correspondence, shall be English.

A duly rendered arbitration award shall be final and binding on the Contracting Parties to the dispute. Each Contracting Parties to the arbitration conducted in accordance with this section hereof shall bear its own expenses incurred in connection with such arbitration, including fees of its legal counsels. All

other costs and expenses shall be apportioned between the Contracting Parties to the arbitration in accordance with the decision of the arbitrators.

Nothing in this Contract shall limit the Contracting Parties' right to seek injunctive relief or enforce an arbitration award in any applicable competent court of law.

### Article 15 – Originality of the sub-granted projects

It is required that applications submitted are based on original works by the applicants and that their foreseen developments are free from third party rights. TITAN consortium is not obliged to verify the authenticity of the ownership of the foreseen products/ services. Any issues delivered from third party claims that arise a result of the sub-granted projects are on the sole responsibility of the applicant.

### Article 16 – IPRs

Each Subgrantee that generates results owns the attached Intellectual Property Rights (IPRs) generated during the development process and will own results that are not IPRs. Each Subgrantee is responsible for the management and protection of its IPRs and bears the costs associated with this.

The Subgrantees funded within TITAN project will be the unique owners of the technologies created within the framework of their sub-granted projects. Parts of their works will be requested to be public for TITAN dissemination purposes.

### Article 17 – Do Not Significant Harm

Subgrantees must always respect the 'Do Not Significant Harm Principle'. The Commission Communication on the European Green Deal introduced the green oath to 'do no harm'. The 'Do not Significant Harm' (DNSH) principle has been further specified in the EU Regulation on the establishment of a framework to facilitate sustainable investments (**Regulation (EU) 2019/2088**), commonly defined as the 'EU Taxonomy Regulation'. Six environmental objectives are listed in Article 23 of the EU Taxonomy and Article 17 specifies what can constitute a 'significant harm' for these objectives. Thus, the regulation provides that no measure should lead to significant harm to any of the six environmental objectives within the meaning of Article 17 of the Taxonomy Regulation.

<p>For ILSI Europe (the Project Coordinator) Mrs. Isabelle Guelinckx Executive Director Signature</p> <p>Done at Brussels on DD/MM/YYYY</p>	<p>For FSH (the Treasurer) Mr Grigorios Chatzikostas Manager Signature</p> <p>Done at Thessaloniki on DD/MM/YYYY</p>
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For [SME/Consortium] (the Subgrantee)

Mr/Ms [NAME SURNAME]

[POSITION\_IN\_COMPANY] [COMPANY

NAME IF APPLICABLE]

Signature

Done at \_ on DD/MM/YYYY