

SUB-GRANT AGREEMENT

Table of Contents

TERMS AND CONDITIONS	3
ARTICLE 1. Subject of the Sub-Grant Agreement	3
ARTICLE 2. Entry into force, implementation period and termination	3
ARTICLE 3. Obligations and Responsibilities	3
ARTICLE 4. Breach of Contractual Obligations	4
ARTICLE 5. Grant and Financial Provisions	4
ARTICLE 6. Insurances	6
ARTICLE 7. Confidentiality and Ethics	7
ARTICLE 8. Intellectual Property Rights	7
ARTICLE 9. Data Protection	8
ARTICLE 10. Dissemination, Visibility and Compulsory Credits	8
ARTICLE 11. Amendments	9
ARTICLE 12. Force Majeure	9
ARTICLE 13. Language	10
ARTICLE 14. Attribution of Jurisdiction	10
ARTICLE 15. Governing Law	10
SIGNATURES	10

Subject: Sub-Grant Agreement (SGA)

Call: OC-2025-LIVINGSOILL

Sub-Grant Agreement n°: *internal reference of the project approved.*

The following Parties:

UNIVERSIDADE DE TRAS-OS-MONTES E ALTO DOURO (UTAD) – Project Coordinator

and

UNIVERSITA DEGLI STUDI DI TORINO (UNITO), UNIVERSIDAD DE VIGO (UVIGO), UNIVERSIDAD DE JAEN (UJAEN), UNIVERSIDADE DO PORTO (UPORTO), INSTITUT FRANCAIS DE LA VIGNE ET DU VIN (IFV), SZKOLA GLOWNA GOSPODARSTWA WIEJSKIEGO (WULS), INOVA+ - INNOVATION SERVICES, SA (INOVA), ASSEMBLEE DES REGIONS EUROPEENNES FRUITIERES LEGUMIERES ET HORTICOLES (AREFLH), VINIDEA SRL

(VIN), Q XOTC UNIPessoal LDA (QXOTE), SOGRAPE VINHOS SA (SOG), COMITE DE LA COMMUNAUTE ECONOMIQUE EUROPEENNE INDUSTRIES COMMERCE VINS VINS AROMATISES VINS MOUSSEUX VINS LIQUEUR PRODUITS VIGNE AISBL (CEEV), A.D.V.I.D. ASSOCIACAO PARA O DESENVOLVIMENTO DA VITICULTURA DURIENSE (ADVID), GRUPO CONSULE SL (CONSULE), FUNDACAO DA CASA DE MATEUS (FCM), SYMINGTON FAMILY ESTATES, VINHOS,SA (SYM), FERTIPRADO-SEMENTES E NUTRIENTES LDA (FERTIP), APPITAD - ASSOCIACAO DOS PRODUTORES EM PROTECAO INTEGRADA DE TRAS-OS-MONTES E ALTO DOURO (APPITAD), FONDAZIONE PER LA RICERCA L'INNOVAZIONE E LO SVILUPPO TECNOLOGICO DELL'AGRICOLTURA PIEMONTESE (AGRION), MONFERRATO FRUTTA SOCIETA' COOPERATIVA AGRICOLA (MONFE), VITE COLTE SPA (VITEC), ADEGAS MOURE SA (ADM), BODEGAS TERRAS GAUDA SA (BTG), STOWARZYSZENIE SADY GROJECKIE (GOA), JEZIOREK KAMIL (TFT), CHAMBRE D'AGRICULTURE DU RHONE (CA69), CHAMBRE REGIONALE D'AGRICULTURE DES PAYS DE LA LOIRE (CRAPL), ACUSHLA SA (ACHL), SA MORAIS CASTRO UNIPessoal LDA (SMC), INSTITUTO ANDALUZ DE INVESTIGACIONY FORMACION AGRARIA PESQUERA ALIMENTARIA Y DE LA PRODUCCION ECOLOGICA (IFAPA), FUNDACION CAJA RURAL DE JAEN (FCRJ), FUNDACION CITOLIVA, CENTRO DE INNOVACION Y TECNOLOGIA DEL OLIVAR Y DEL ACEITE (CITOLIVA), INFAOLIVA JAEN (IOLV), JAENCOOP, S.COOP AND (JCOOP), NUTESCA SL (NUT), COOPERATIVAS AGRO-ALIMENTARIAS DE ANDALUCIA (CAAND) – Consortium partners all hereinafter jointly referred as Consortium/Consortium partners.

The Consortium of the *LivingSoiLL - Healthy Soil to Permanent Crops Living Labs*¹ project is represented for the purpose of signing this SGA by the Project Coordinator **UNIVERSIDADE DE TRAS-OS-MONTES E ALTO DOURO (UTAD)**, with legal address at QUINTA DE PRADOS, VILA REAL 5000 911, Portugal, VAT number PT 501345361 (**hereinafter referred to as the CONTRACTOR**);

and

[Name of the Entity], legal entity organized under the laws of **[country]**, with its registered office at **[.....]**, **[Country]**, with VAT number **[.....]**, represented by **[name, surname and position]**, selected in the **LivingSoiLL** OPEN CALL (**insert code of the OC**) and described in the application form submitted in the above-mentioned Open Call,

[if additional entities form the consortium, information about each of the participating entities should be included]

hereinafter referred to as the BENEFICIARY.

Hereinafter, CONTRACTOR, and BENEFICIARY, each individually referred to as a PARTY and collectively as Parties, have agreed to enter into an agreement with the terms and conditions below, including those in the following annexes, which form an integral part of this Sub-Grant Agreement.

¹ Grant agreement nº 101157502, funded by the European Union through the European Commission programme Horizon Europe

TERMS AND CONDITIONS

ARTICLE 1. Subject of the Sub-Grant Agreement

This Sub-Grant Agreement (SGA) sets out the rights and obligations and the terms and conditions applicable to the grant awarded to the Beneficiary for implementing the Plan of Activities set out in Article 2. By signing the SGA, the Beneficiary accepts the grant and agrees to implement the Plan of Activities, acting on their responsibility.

The present SGA does not create a joint-venture company and under no circumstances be considered as a holding between the parties. The responsibility of each Party is strictly limited to the conditions mentioned in this SGA, particularly the conditions of take by each Party to any other third party.

ARTICLE 2. Entry into force, implementation period and termination

The grant is awarded to the BENEFCIARY for implementing the actions as described in Annex 2 – Plan of Activities.

The collaboration between the CONTRACTOR and BENEFCIARY runs for ## months starting on a fixed date, DD/MONTH/YYYY, when the SGA enters into force.

The SGA will end upon one of the following conditions:

- after delivery of all expected outcomes specified in Annex 2 – Plan of Activities and final payment by the CONTRACTOR. The foreseen date of completion is 30/09/2028.
- in the case of termination initiated by the CONTRACTOR under the conditions specified in Article 4. In this case, no other payment will be due by the CONTRACTOR to the BENEFCIARY and all Parties give up any pursuit exercised against one or several other Parties for a direct or indirect damage incurred by the partial or total non-fulfillment of the measures of the present SGA.

ARTICLE 3. Obligations and Responsibilities

3.1 Obligations and Responsibilities of the Contractor

The CONTRACTOR, or another partner of the LivingSoiILL project nominated by it, will monitor the execution of the Plan of Activities, acknowledge receipt and validate the content of the planned deliverables.

The CONTRACTOR will also manage the related payments to the BENEFCIARY with a maximum delay of 45 days after validation.

3.2 Obligations and Responsibilities of the Beneficiary

The obligations and responsibilities of the BENEFICIARY are defined in detail in Annex 2 – Plan of Activities, and the Annex 3 - Open Call Documentation.

By signing this SGA, the BENEFICIARY declares they meet the eligibility conditions for participation in **LivingSoiLL** initiative, as defined in the OPEN CALL (OC-2025-LIVINGSOILL) as detailed in the Guidelines for Applicants.

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 Plan of Activities. 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 CONTRACTOR without delay and immediately take all the necessary steps to rectify this situation.

The BENEFICIARY is responsible for any act or omission that causes damage to the CONTRACTOR, other partner of **LivingSoiLL** consortium members, and/or the European Commission in relation to this SGA. The BENEFICIARY shall bear sole responsibility for ensuring that their acts within the framework of this SGA do not infringe on third parties' rights. Neither the CONTRACTOR nor the European Commission can be held liable for any acts or omissions of the BENEFICIARY in relation to this SGA.

ARTICLE 4. Breach of Contractual Obligations

In the event of the breach of the contractual obligations by the BENEFICIARY, the CONTRACTOR reserves the right to claim the BENEFICIARY the full refund of all payments made to the BENEFICIARY up to date.

The breach of the contractual obligations by the BENEFICIARY shall be determined by the CONTRACTOR. Not participation in the actions foreseen for implementation of the Plan of Activities (unless in the case of Force Majeure) or participating in them in a manner which intentionally disrupts the expected outcomes, shall be deemed as breach of the contractual obligations by the BENEFICIARY.

The provision of false or misleading declarations by the BENEFICIARY or any unsolved situation of conflict of interest also constitute examples of breach of contractual obligations by the BENEFICIARY.

ARTICLE 5. Grant and Financial Provisions

5.1 Maximum grant

The maximum grant amount provided by the CONTRACTOR to the BENEFICIARY is EUR **xxxxxx** (**xxxxxx** Euros) paid as a lump sum following the conditions set out in this SGA and its Annexes.

5.2 Payment of the grant

Payment of the grant amount will be made in two payments in the form of a lump sum, intended to support the BENEFCIARY'S implementation of the activities, including personnel costs, travel costs, equipment/tech consumables costs (depreciation) and, whenever required, overheads and subcontracting.

Payment Schedule: The first payment (50%) with the SGA signature and a second payment (50%) upon the completion of the Plan of Activities, delivery and validation of the final report on the activities performed.

The BENEFCIARY is responsible for complying with any tax and legal obligations that might be attached to this financial contribution.

The consortium nominates “[Name of the Entity]” as the leader of the consortium and recipient of the funds, which will receive the payment from the Contractor and is responsible for the distribution among the hybrid team members.

All payments shall be made to the BENEFCIARY'S bank account, denominated in euros, as indicated in Annex 4 – Bank Account Information.

The cost of payment transfers will be borne as follows:

- the CONTRACTOR bears the cost of transfers charged by its bank;
- the BENEFCIARY bears the cost of transfers charged by its bank;
- the party causing a repetition of a transfer bears all costs of the repeated transfer.

5.3 Suspension of payment of the grant

The CONTRACTOR may at any moment suspend, in whole or in part, the pre-financing payment or the payment of the balance for the BENEFCIARY:

- if the CONTRACTOR has evidence that the BENEFCIARY has committed irregularities, fraud or breach of obligations in the award procedure or while implementing the SGA;
- if the CONTRACTOR has evidence that the BENEFCIARY has committed systemic or recurrent irregularities, fraud or serious breach of obligations in other grants funded by the European Union awarded to the BENEFCIARY under similar conditions and such irregularities, fraud or breach of obligations have a material impact on this grant; or
- if the CONTRACTOR suspects irregularities, fraud or breach of obligations committed by the BENEFCIARY in the award procedure or while implementing the SGA and needs to verify whether they have actually occurred.

Before suspending payments, the CONTRACTOR must send a formal notification to the BENEFCIARY informing them of its intention to suspend payments; the reasons for suspension; and, when applicable, the conditions that need to be met for payments to resume; inviting the BENEFCIARY to submit observations within 30 calendar days of receiving the formal notification.

If the CONTRACTOR does not receive observations or decides to pursue the procedure despite the observations it has received, it must send a formal notification to the BENEFCIARY informing them of the suspension of payments; the reasons for suspension; the final conditions under which

payments may resume; and, when applicable, the indicative date of completion of the necessary verification.

The suspension takes effect on the day the CONTRACTOR sends formal notification of suspension.

Otherwise, the CONTRACTOR must send a formal notification to the BENEFICIARY informing them that it is not continuing with the suspension procedure.

During the period of suspension of payments, the BENEFICIARY is not entitled to submit any request for payments nor supporting documents. The corresponding request for payments and supporting documents may be submitted as soon as possible after the resumption of payments or may be included in the first request for payment due following the resumption of payments.

The suspension of payments does not affect the right of the CONTRACTOR to suspend the implementation of the Experiment or to terminate the SGA.

In order for the CONTRACTOR to resume payments, the BENEFICIARY must meet the notified conditions as soon as possible and must inform the CONTRACTOR of any progress made. If the conditions for resuming payments are met, the suspension will be lifted. The CONTRACTOR will send a formal notification to the BENEFICIARY informing them of this.

5.4 Use of the grant amount and recovery

The BENEFICIARY commits to the proper use of the funding, for the purposes of carrying out the Plan of Activities submitted and approved under the LivingSoiLL OPEN CALL (*OC-2025-LIVINGSOILL*), in compliance with its description reflected in Annex 2, and in accordance with Annex 3 – Open Call Documentation.

The BENEFICIARY declares to be aware of the fundamental principle underpinning the rules for public expenditure in the European Union that no costs for the same activity be funded twice from the European Union budget, as defined in the Article 111 of Council Regulation (European Commission, Euratom) No. 1605/2002 of 25 June 2002 on the Financial Regulation. The BENEFICIARY also confirms that all the work performed under this SGA will be done exclusively in the scope of this programme, not being supported or funded by any other European Commission programme.

If, on the basis of an audit, the European Commission seeks to recover contributions from the CONTRACTOR of financial contributions made to the BENEFICIARY under this SGA, due to a misuse of the funding received, the BENEFICIARY agrees to repay such amounts to the CONTRACTOR.

ARTICLE 6. Insurances

All Parties shall take out adequate insurance of all risks associated with the travels undertaken in the scope of the implementation of the Plan of Activities, and for any piece of equipment they might bring respectively into the implementation of the activities.

ARTICLE 7. Confidentiality and Ethics

During the implementation of the Plan of Activities and for five years after the end of the LivingSoiLL project (30.11.2028), the parties must treat with confidentiality any confidential information and documents. The parties must handle classified information in accordance with the applicable European Union, international or national law on classified information (in particular, Decision 2015/444 and its implementing rules).

The parties may only use confidential information and documents for a reason other than to fulfil their obligations under the SGA if they have first obtained the prior written agreement of the other party.

The BENEFICIARY may disclose sensitive information to their personnel or other participants involved in the implementation of the Plan of Activities only if they need to know it in order to implement the SGA and are bound by an obligation of confidentiality.

The confidentiality obligations no longer apply if:

- the disclosing party agrees to release the other party;
- the information becomes publicly available, without breaching any confidentiality obligation;
- the disclosure of sensitive information is required by European Union, international or national law.

The implementation of the Plan of Activities must be carried out in line with the highest ethical standards and the applicable European Union, international and national law on ethical principles.

ARTICLE 8. Intellectual Property Rights

8.1 General principles

The BENEFICIARY must inform the CONTRACTOR about background data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that is held by the BENEFICIARY before they acceded to the SGA and needed to implement the Plan of Activities or exploit the results. If the background is subject to the rights of a third party, the BENEFICIARY must ensure that it is able to comply with its obligations under the SGA.

The CONTRACTOR has the right to use non-sensitive information relating to the Plan of Activities and materials and documents received from the BENEFICIARY (notable summaries for publication, deliverables, as well as any other material, such as pictures or audio-visual material, in paper or electronic form) for information, communication, dissemination and publicity purposes during the execution of this SGA or afterwards.

8.2 Ownership of the data

The ownership of the data provided by the any entity from LivingSoiLL consortium or any other data source or provider will be always from the Party providing the data.

If the execution of the Plan of Activities results in the generation of data, the ownership of the generated data will be always from the Party generating the data, unless the Parties agree any specification.

‘Results’ means any tangible or intangible effect of the implementation of the Plan of Activities, such as data, know-how or information, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights.

ARTICLE 9. Data Protection

Any personal data under the SGA will be processed under the responsibility of the data controller of the CONTRACTOR in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons concerning the processing of personal data and on the free movement of such data.

The BENEFICIARY must process personal data under the SGA in compliance with the applicable EU, international and national law on data protection (in particular, Regulation 2016/67919). The BENEFICIARY must ensure that personal data is:

- processed lawfully, fairly and in a transparent manner in relation to the data subjects;
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- accurate and, where necessary, kept up to date;
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data is processed and;
- processed in a manner that ensures appropriate security of the data.

The BENEFICIARY may grant their personnel access to personal data only if it is strictly necessary for implementing, managing, and monitoring the SGA, but must ensure that the personnel is under a confidentiality obligation.

ARTICLE 10. Dissemination, Visibility and Compulsory Credits

The BENEFICIARY must promote the actions held under this SGA and its results by providing targeted information to multiple audiences, in accordance with the Plan of Activities (Annex 2) and in a strategic, coherent, and effective manner.

All Parties shall include, if possible, on each publication or communication (print and/or multimedia) related to the public presentation of the results of the LivingSoiLL OPEN CALL (OC-2025-LIVINGSOILL), the following mention:

“This activity has received funding from the European Union, via the OC-2025-LIVINGSOILL issued and implemented by the LivingSoiLL project, under the grant agreement No 101157502.”

Communication activities of the BENEFICIARY related to the Plan of Activities (including media relations, conferences, seminars, information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via traditional or social media, etc.), dissemination activities and any equipment, supplies or major result funded by the grant must acknowledge the European Union support and display the European flag (emblem), funding statement (translated into local languages, where appropriate) and must indicate that it reflects only the author's view; and that the CONTRACTOR or the European Commission are not responsible for any use that may be made of the information it contains.

Where appropriate, they should also use the LivingSoiLL project visuals, in line with the Guidelines provided by the CONTRACTOR.

When displayed in association with another logo, the European Union emblem must have appropriate prominence.

The obligation to display the European Union emblem does not confer on the beneficiaries a right of exclusive use. The beneficiaries may not appropriate the European Union emblem or any similar trademark or logo, either by registration or by any other means.

The CONTRACTOR and the European Commission shall be authorized to publish, in whatever form and on or by whatever medium, the following information:

- the name of the BENEFICIARY;
- contact address of the BENEFICIARY;
- the amount of the financial contribution of the European Commission.

ARTICLE 11. Amendments

Any amendment to the SGA must be made in writing. An amendment may not have the purpose or the effect of making changes to the SGA which would call into question the decision awarding the grant or be contrary to the equal treatment of applicants.

Any request for amendment must be duly justified, be accompanied by appropriate supporting documents; be made in writing and signed by the duly authorized representative of the Contracting Parties.

In the event the European Commission modifies the conditions on which the Open Call has been issued, the CONTRACTOR will amend the SGA accordingly.

ARTICLE 12. Force Majeure

This SGA will be revoked as a right and without compensation of any kind in all cases of *force majeure* recognized by the law and case law (natural disaster, strike, national mourning, riots, terrorism acts, war, epidemic, etc.).

A party faced with *force majeure* must send a formal notification to the other party without delay, stating the nature of the situation or of the event, its likely duration and foreseeable effects.

The parties must take the necessary measures to limit any damage due to *force majeure*. They must do their best to resume the implementation of the Plan of Activities as soon as possible.

ARTICLE 13. Language

This SGA is drawn in English, the language that shall govern all documents, notices, meetings and processes relative thereto. A translated version into **French/Polish** is available in Annex 1.

ARTICLE 14. Attribution of Jurisdiction

In case of any dispute concerning the execution of this SGA, the partners agree to submit to the Court of Brussels, Belgium.

ARTICLE 15. Governing Law

The SGA is governed by its terms, the Union law applicable, and, on a subsidiary basis, by the law of Belgium.

SIGNATURES

The Parties have caused this SGA to be duly signed by the undersigned authorized representatives, also a translation of this SGA is available in Annex 1, and as proof of compliance with the foregoing, this SGA is signed in two (2) copies.

By signing the SGA, the BENEFCIARY accepts the grant and agrees to assume responsibility for it and implement it in accordance with the terms and conditions of this SGA. The BENEFCIARY confirms that all information provided is true, correct, and up to date as of the date of signing the SGA.

The individual signing below hereby represents and warrants that it is duly authorized to execute and deliver this SGA on behalf of the named Party.

For the LivingSoiLL Project - CONTRACTOR

[Insert forename, surname, position]

For the BENEFCIARY

[Insert forename, surname, position]

Annexes

Annexes to the SGA form an integral part of it.

Annex 1 – SGA Translation to FR/PL

Annex 2 – Plan of Activities

Annex 3 – Open Call Guidelines for Applicants

Annex 4 – Bank Account Information

Annex 5 – Declaration of Honour