

# SUB-GRANT CONTRACT

Title of the Initiative: <.....>

In the framework of TEX-MED ALLIANCES Project funded by ENI CBCMED Programme

Subgrant contract identification number: <.....>

(the 'Contract')

<full name and address of the Contracting body (i.e Coordinating Partner)

of the one part,

and

<Full name and address of the sub-grantee

[<Organisation official registration number>

[VAT number, for VAT registered beneficiaries],

of the other part, (the 'parties')

have agreed as follows:

## Article 1 — Purpose

- 1.1 The purpose of this contract is the award of a subgrant by the contracting body to cover costs related to the implementation of the Initiative entitled: <title of the Initiative> (the 'Initiative').
- 1.2 The beneficiary shall be awarded the subgrant on the terms and conditions set out in this contract, which hereby declares it has noted and accepted, including the responsibility for carrying out the Initiative.
- 1.4 The language of this contract is English. In case of translation into another language, the English version prevails.

## Article 2 — Implementation period

- 2.1 This contract shall enter into force on the date when the second of the two parties signs and will end at completion of the Initiative, at the latest in July 2022.

## Article 3 — Financing the Initiative

- 3.1 The total eligible costs are estimated at EUR <amount>, as set out at point 8 of the sub-grant Application form.
- 3.2 The contracting body undertakes to finance an amount of EUR <amount>, provided that the agreed outputs are delivered.

#### **Article 4 — Reporting and payment arrangements**

- 4.1 The sub-grantee shall submit a report within 1 month after the end of the implementation period, using the template provided by the Contracting body.
- 4.2 Payments shall be made as follows:
- Initial pre-financing payment: 50%.
  - Balance: one month after the validation of the Contracting body of the report documenting the completion of the outputs.

The Contracting body will reserve the right not to pay the balance and/or to request the advance to be refunded by the sub-grantee in case the expected outputs are not validate and approved.

#### **Article 5 – Roles and responsibilities**

The Subgrantee shall implement the initiative in line with the principles of sound financial management. The subgrantee shall:

- a. Sign a Memorandum of understanding together with the other companies/organizations participating in the same initiative and setting out their terms of cooperation.
- b. Be responsible for implementing the activities and achieving the results of the Initiative as indicated in Annex A.
- c. Be responsible for supplying all documents and information required by the contracting body and by the ENI CBCMED Programme's Managing Authority, also in in case of audits or checks, by competent bodies, as stipulated in article 10.
- d. Inform the contracting body of any event likely to affect or delay the implementation of the initiative, and about any relevant legal, financial, technical organisational or ownership change.

The Contracting body will:

- e. Oversee and follow up activities and monitor progresses, with the support of the TEX-MED ALLIANCES Project Team, also advising the sub-grantee where and when needed.
- f. Validate the achievement of outputs/deliverables.

#### **Article 6 – Amendment of the subgrant contract**

This contract and its annexes may be modified during the implementation period. Any amendment shall be set out in writing in an addendum and approved by both parties.

#### **Article 7 – Termination of the contract**

The contracting body may terminate this contract without any financial indemnity towards its parts when:

- a. the subgrantee fails, without justification, to fulfil any substantial obligation set by this contract and, after being given notice to comply with those obligations, still fails to do so or to furnish satisfactory explanation within 30 days of receipt of the notice;
- b. the subgrantee and persons who have powers of representation, decision-making or control fails to comply with the provisions indicated in the Declaration on the honour (Annex C)
- c. a change in the legal, financial, technical, organisational situation or ownership of the subgrantee substantially affects the implementation of the initiative or calls into question the decision awarding the subgrant;
- d. the contracting body or the Managing Authority have evidence that the subgrantee or any related entity or person, has committed substantial errors, fraud or corruption in the implementation of the initiative, including conflict of interest.

The payment obligations by the contracting body shall end 3 months after the implementation period.

## Article 8 – Eligible costs

- 8.2 Eligible costs are indicated at point 8. Request for sub-grant” of the Application form They shall be directly linked to the Initiative's activities or outputs that are implemented or produced after the signature of the sub-grant contract.
- 8.2 Duties, taxes and charges, including VAT are not eligible in CBC partner countries. VAT is eligible in EU Member States when it is non-recoverable.
- 8.3 If the implementation of the action requires procurement of services, goods or works, they shall comply with the instructions on procurement set by the ENI CBCMED Programme.

## Article 9 – Irregularities and recoveries

- 9.1. Irregularities may be reported during project implementation and after its closure by any authority, entity or person involved in Programme management and/or implementation.
- 9.2. If an irregularity is confirmed, the Managing Authority shall recover the unduly paid amounts from the contracting body as project beneficiary, according to the provisions set in articles 74 to 76 of Reg. (EU) 897/2014. The concerned subgrantee shall repay the contracting body the amounts unduly paid within 30 days from the date of the repayment request of the Managing Authority.

## Article 10 – Conflict of interest and good conduct

- 10.1 For the purpose of this Contract, the conflict of interest shall mean any situation where there is a divergence between the fulfilment of responsibilities under this Subgrant Contract by the Parties and the private interest of the persons involved in the Contract, which may adversely affect the impartial and objective exercise of the functions of any person involved in the implementation/verification/control/audit of this Contract, for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another person.
- 10.2. The subgrantee shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of this Contract.
- 10.3. Any conflict of interests which may arise during performance of this Contract must be notified in writing to the contracting body without delay.
- 10.4. The subgrantee shall respect human rights and applicable environmental legislation including multilateral environmental agreements, as well as internationally agreed core labour standards.

## Article 11 – Confidentiality

- 11.1 The contracting body and the subgrantee undertake to preserve the confidentiality of any information, notwithstanding its form, and identified as confidential until at least 5 years after the payment of the balance, unless legally requested to release such information.
- 11.2 The Managing Authority and the European Commission shall have access to all documents communicated to the contracting body and shall maintain the same level of confidentiality.

## Article 12 – Visibility

- 12.1 The subgrantee must take all necessary steps to publicise the fact that the European Union has financed or co-financed the Initiative. The subgrantee must follow the visibility guidelines/instructions provided by the contracting body.
- 12.2. The subgrantee [authorises the contracting body, the Managing Authority and the European Commission to publish its name and address, nationality, the purpose of the subgrant.

### Article 13 – Ownership and use of results and assets

- 13.1. Ownership of, and title and intellectual and industrial property rights to, the initiatives' results, reports and other documents relating to it will be vested in the subgrantee.
- 13.2. Without prejudice to Article 13.1, the subgrantee bestows the contracting body, the Managing Authority and the European Commission the right to use freely and as it sees fit, all documents deriving from the project whatever their form, provided it does not thereby breach existing industrial and intellectual property rights.

### Article 14 – Applicable law and dispute settlement

- 14.1. This Contract shall be governed by the law of the country of the contracting body, i.e. <name of the country>.
- 14.2. The parties to this Contract shall do everything possible to settle amicably any dispute arising between them during the implementation of this Contract. To that end, they shall communicate their positions and any solution that they consider possible in writing, and meet each other at either's request. The subgrantee and the contracting body shall reply to a request sent for an amicable settlement within 20 days. Once this period has expired, or if the attempt to reach amicable settlement has not produced an agreement within 60 days of the first request, the subgrantee or the contracting body may notify the other part that it considers the procedure to have failed and each party may submit the dispute to the courts of the country of the contracting body, i.e. <name of the country>.

### Article 15 – Data protection

- 15.1. All personal data mentioned in the Application form, in the Subgrant Contract and its annexes and in every other document provided for the scope of the award of the Subgrant Contract will be collected and processed by the contracting body in compliance with the terms and indications of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR - General Data Protection Regulation), as specified in the Programme's "*Information note on personal data treatment according to GDPR*".

All personal data held by the contracting body and/or collected within the framework of the negotiation, signature and implementation of the Subgrant Contract will be used solely for purposes related to the signature and implementation of the Contract itself, as well as for the information and communication activities carried out by the contracting body and the Managing Authority in the framework of the ENI CBC Mediterranean Sea Basin Programme.

The personal data collected by the contracting body can be transmitted to external bodies or subjects who perform activities or functions strictly connected to the implementation of the Subgrant Contract and to the Programme information and communication activities. Within the framework of the Programme information and communication activities, some of these data can also be diffused through the Programme website or other information tools, in compliance with the relevant provisions applicable to the ENI CBC Mediterranean Sea Basin Programme.

- 15.2. The subgrantee shall limit access and use of personal data to that strictly necessary for the performance, management and monitoring of this Contract and shall adopt all appropriate technical and organizational security measures necessary to preserve the strictest confidentiality and limit access to this data, in compliance with Regulation (EU) 2016/679 (GDPR - General Data Protection Regulation).

## Article 16 – Contact addresses

Any communication relating to this Contract must be in writing, state the title of the Initiative and be sent to the following addresses:

For the Contracting body:

<full name and email address of the Contracting body>

For the subgrantee

< full name and email address of the subgrantee>

## Article 17 — Annexes

The following documents are annexed to these special conditions and form an integral part of the contract:

- Annex I: Application form including request of sub-grant
- Annex II: Declarations (on the honour and on State-aid)
- Annex III: Memorandum of Understanding

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Done in English in two originals, one for the contracting body and one for the subgrantee.

### For the subgrantee

Name

Title

Signature

Date

### For the contracting body

Name

Title

Signature

Date