



SoilTribes

Rooted in action

Establishing, activating, and empowering glocal ecosystems to restore soil values, roles, and connectivity through science, technology, and creative expression.

OPEN CALL TO SUPPORT INITIATIVES LED BY MULTI-ACTOR TEAMS

SUB-GRANT AGREEMENT

SUB-GRANT AGREEMENT N°: [INSERT CONTRIBUTION ID]

TITLE OF THE ACTION: [INSERT PROJECT NAME]



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SoilTribes

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SUB-GRANT PARTIES IDENTIFICATION

This agreement is established between the following parties:

ON THE ONE PART,

INOVA+, INNOVATION SERVICES S.A., with its registered office at R. Dr. Afonso Cordeiro 567, 4450-309 Matosinhos, Portugal, VAT 504041266 represented for the purposes of this agreement by Miguel Sousa (Chief Executive Officer).

Hereinafter referred to as "Sub-Grant Manager"

AND

ON THE OTHER PART

The Coordinator

1. [please insert full official name]
[please insert official legal status or form]
[please insert official registration No]
[please insert the official address in full]
[please insert VAT number],

and the following other Beneficiaries:

2. [please insert full official name]
[please insert official legal status or form]
[please insert official registration No]
[please insert the official address in full]
[please insert VAT number],

Unless otherwise specified, references to 'Beneficiary' or 'Beneficiaries' include the coordinator and affiliated entities (if any).

If only one Beneficiary signs the grant agreement ('mono-Beneficiary grant'), all provisions referring to the 'coordinator' or the 'beneficiary' will be considered as referring to the Beneficiary.

RELATING TO

The project titled "[Insert Proposal Title]", which was selected under the Open Call to Support Initiatives Led by Multi-Actor Teams, as part of the project "SoilTribes" (101157729), whose Granting Authority is the European Research Executive Agency.

WHEREAS

The parties referred to above have agreed to enter into the Agreement.

By signing the Agreement and the accession forms, the beneficiaries accept the grant and agree to implement the action under their own responsibility and in accordance with the Sub-Grant Agreement, with all the obligations and terms and conditions it sets out

The terms set out in the General Conditions shall take precedence over those set out in the Annexes.

1. SUBJECT OF THE SUB-GRANT AGREEMENT

This Sub-Grant Agreement sets out the rights and obligations and terms and conditions applicable to the grant awarded by the project SoilTribes for the implementation of the action [insert the ID of the project] – “[insert name of the project]”, under the terms set out in the Open Call to Support Initiatives Led by Multi-Actor Teams.

By signing the Sub-Grant Agreement, the Beneficiary accepts the grant and agrees to implement the action, acting on their responsibility.

2. ENTRY INTO FORCE AND IMPLEMENTATION PERIOD OF THE SUB-GRANT AGREEMENT

The grant is awarded for the action, as described in Annex 1 – Description of the Action and Budget.

The action runs for [select one of the options: 6 months, 9 months, 12 months] starting on a fixed date of February 1st, 2026, when the Sub-Grant Agreement enters into force.

3. FORM OF GRANT, MAXIMUM AMOUNT AND BUDGET FLEXIBILITY

The grant takes the form of a lump sum grant linked to the completion of work. The Beneficiary will receive the lump sum approved and set out in this Sub-Grant Agreement as far as the costs are eligible and the Final Report and Financial Statement (Models provided in Annex 2) are approved.

Eligible costs can be reimbursed up to the maximum amount of the grant, which is [select the applicable option: EUR 25 000, EUR 50 000, EUR 100 000]. The estimated budget for the action is set out in Annex 1. It contains the estimated eligible costs for the action, broken down by budget category.

The budget breakdown may be adjusted – without an amendment – by transfers (between participants and budget categories), as long as this does not imply any substantive or important change to the description of the action in Annex 1.

4. ELIGIBLE AND INELIGIBLE COSTS

In order to be eligible, the costs:

- must be set out in the Budget of the Action (Annex 1);
- must relate to work properly implemented by the Beneficiary in accordance with the Description of the Action (Annex 1), during the eligibility period stated in this Sub-Grant Agreement.

Costs will be calculated on the basis of the amounts set out in Annex 1 and taking into consideration the level of completion of the Action, as demonstrated by records and supporting documents (i.e., the Final Report and Financial Statement). The Beneficiaries do not need to identify the actual eligible costs covered or to provide additional supporting documents (such as accounting statements), to prove the amount declared as a lump sum.

Costs are ineligible if:

- they do not comply with the conditions set out above;
- they refer to activities already funded under other EU grants (no double EU funding).

If the Beneficiaries declare ineligible costs, these will be rejected. The Beneficiaries are obliged to promptly reimburse the Grant Manager for any amounts deemed ineligible.

5. BENEFICIARIES

The beneficiaries, as signatories of the Sub-Grant Agreement, are fully responsible towards the Grant Manager for implementing it and for complying with all its obligations. They must implement the Sub-Grant Agreement to their best abilities, in good faith and in accordance with all the obligations and terms and conditions it sets out. They must have the appropriate resources to implement the action and implement the action under their own responsibility and in accordance with Article 11. If they rely on affiliated entities, they retain sole responsibility towards the Sub-Grant Manager and the other beneficiaries.

They are jointly responsible for the technical implementation of the action. If one of the beneficiaries fails to implement their part of the action, the other beneficiaries must ensure that this part is implemented by someone else.

The beneficiaries (and their action) must remain eligible under the EU programme funding the sub-grant for the entire duration of the action. Costs and contributions will be eligible only as long as the Beneficiary and the action are eligible.

The internal roles and responsibilities of the beneficiaries are divided as follows:

- a) Each Beneficiary must:
 - inform the Sub-Grant Manager (and the other beneficiaries) immediately of any events or circumstances likely to affect significantly or delay the implementation of the action
- b) The Coordinator must:
 - monitor that the action is properly implemented;
 - act as the intermediary for all communications with the Sub-Grant Manager;
 - request and review any documents or information required and verify their quality and completeness before passing them on to the Sub-Grant Manager;
 - draw up the request for payment in accordance with the Sub-Grant Agreement
 - submit the Interim and Final Report and Financial Statement to the Sub-Grant Manager; and,
 - distribute the payments received from the granting authority to the other beneficiaries without unjustified delay (see Article 17).

In case of the involvement of subcontractors, the beneficiaries must ensure compliance with their contractual obligations under the articles related to the proper implementation (6), conflict of interest (7), confidentiality and security (8), ethics and values (9), dissemination and visibility (12), information (13), recordkeeping (14) and granting authority checks, reviews and audits (15).

The beneficiaries must have internal arrangements regarding their operation and co-ordination, to ensure that the action is implemented properly. These internal arrangements should cover for instance:

- the internal organisation of the consortium
- different distribution keys for the payments and financial responsibilities in case of recoveries (if any)
- additional rules on rights and obligations related to background and results (see Article 11)
- settlement of internal disputes
- liability, indemnification and confidentiality arrangements between the beneficiaries

The internal arrangements must not contain any provision contrary to this Agreement.

6. PROPER IMPLEMENTATION OF THE ACTION

The Beneficiaries must have the appropriate resources to implement the action as described in Annex 1 and in compliance with the provisions of the Sub-Grant Agreement, the call conditions and all legal obligations under applicable EU, international and national law. If they breach any of its obligations, the sub-grant may be reduced.

7. CONFLICT OF INTERESTS

The Beneficiaries must take all measures to prevent any situation where the impartial and objective implementation of the Sub-Grant Agreement could be compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect interest (conflict of interests).

They must formally notify the Sub-Grant Manager without delay of any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation. The Sub-Grant Manager may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline. If they breach any of its obligations, the sub-grant may be reduced or terminated.

8. CONFIDENTIALITY AND SECURITY

During the implementation of the action and for five years after the payment of the balance (final payment), the Beneficiaries must treat with confidentiality any confidential information and documents. The Beneficiaries must handle classified information in accordance with the applicable EU, international or national law on classified information (in particular, Decision 2015/444 and its implementing rules).

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

The Beneficiaries may disclose sensitive information to their personnel or other participants involved in the action only if he/she/they need to know it in order to implement the Sub-Grant Agreement 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 EU, international or national law.

9. ETHICS AND VALUES

The action must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles.

The beneficiaries must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).

If they breach any of its obligations, the sub-grant may be reduced.

10. DATA PROTECTION

Any personal data under the Sub-Grant Agreement will be processed under the responsibility of the data controller of the Sub-Grant Manager in accordance with and for the purposes set out in the [Data Protection Terms](#). Such data will be processed pursuant to 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 Beneficiaries must process personal data under the Sub-Grant Agreement in compliance with the applicable EU, international and national law on data protection (in particular, Regulation 2016/67919). They 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 Beneficiaries may grant their personnel access to personal data only if it is strictly necessary for implementing, managing and monitoring the Sub-Grant Agreement, but must ensure that the personnel is under a confidentiality obligation. The Beneficiaries must ensure that the personnel are under a confidentiality obligation. The Beneficiaries must inform the people whose data is transferred to the Sub-Grant Manager and provide them with the [Portal Privacy Statement](#).

If they breach any of its obligations, the sub-grant may be reduced.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 Background and Access Rights to Background

The beneficiaries must give each other and the other participants access to the background identified as needed for implementing the action.

‘Background’ means any data, know-how or information – whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights – that is:

- a) held by the beneficiaries before they acceded to the Agreement and
- b) needed to implement the action or exploit the results.

If background is subject to rights of a third party, the Beneficiary concerned must ensure that it is able to comply with its obligations under the Agreement.

11.2 Ownership of Results

The Sub-Grant Manager and the Granting Authority do not obtain ownership of the results produced under the action.

‘Results’ means any tangible or intangible effect of the action, 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.

Results are owned by the beneficiaries that generate them. However, two or more beneficiaries own results jointly if:

- they have jointly generated them and
- it is not possible to:
 - establish the respective contribution of each Beneficiary, or
 - separate them for the purpose of applying for, obtaining or maintaining their protection.

The joint owners must agree – in writing – on the allocation and terms of exercise of their joint ownership ('joint ownership agreement'), to ensure compliance with their obligations under this Agreement.

Unless otherwise agreed in the joint ownership agreement or consortium agreement, each joint owner may grant non-exclusive licences to third parties to exploit the jointly-owned results (without any right to sub-license), if the other joint owners are given:

- at least 45 days advance notice and
- fair and reasonable compensation.

The joint owners may agree – in writing – to apply another regime than joint ownership. If third parties (including employees and other personnel) may claim rights to the results, the Beneficiary concerned must ensure that those rights can be exercised in a manner compatible with its obligations under the Agreement.

The beneficiaries must indicate the owner(s) of the results (results ownership list) in the final periodic report.

11.3 Rights of use of the Sub-Grant Manager on Materials, Documents and Information Received

The Sub-Grant Manager has the right to use non-sensitive information relating to the project and materials and documents received from the artists (notable summaries for publication, deliverables, as well as any other material, such as pictures or audio-visual material, in paper or electronic form) for policy, information, communication, dissemination and publicity purposes during the project or afterwards.

12. DISSEMINATION AND VISIBILITY

The Beneficiaries must promote the action and its results by providing targeted information to multiple audiences (including the media and the public), in accordance with the Description of the Action (Annex 1) and in a strategic, coherent and effective manner.

Communication activities of the Beneficiary related to the action (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 sub-grant must acknowledge the EU 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 Commission is not responsible for any use that may be made of the information it contains:



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Where appropriate, they should also use SoilTribes visuals, in line with the Guidelines provided by the Sub-Grant Manager. 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.

If they breach any of its obligations, the sub-grant may be reduced.

13. INFORMATION

The Beneficiaries must provide during the action or afterwards (for a period of 5 years) any information requested in order to verify the eligibility of the lump sum contributions declared, proper implementation of the action and compliance with the other obligations under the Sub-Grant Agreement.

The information provided must be accurate, precise and complete and in the format requested.

The Beneficiary must immediately inform the Sub-Grant Manager of events which are likely to affect or delay the implementation of the action or affect the EU's financial interests (in particular, they must inform the Sub-Grant Manager of any change in the name, address, or legal representative of the Beneficiary; any change in the legal, financial, technical, organisational or ownership situation of the Beneficiary; or any change regarding the exclusion and circumstances affecting the decision to award the sub-grant or compliance with requirements under the Sub-Grant Agreement.

If they breach any of its obligations, the sub-grant may be reduced.

14. RECORD-KEEPING

The Beneficiary must (at least for 5 years) keep records and other supporting documents to prove the proper implementation of the action (proper implementation of the work and/or achievement of the results as described in Annex 1) in line with the accepted standards in the respective field (if any). The Beneficiary does not need to keep specific records on the actual costs incurred.

If the Beneficiary breaches its obligations, lump sum contributions insufficiently substantiated will be ineligible and will be rejected, and the sub-grant may be reduced.

15. GRANTING AUTHORITY CHECKS, REVIEWS AND AUDITS

The Beneficiary agrees to fully cooperate with and provide access to all records, information, and premises this includes, but is not limited to, internal checks, project reviews, on-the-spot visits, audits, and investigations by the European Commission, the granting authority, European Anti-Fraud Office (OLAF), European Public Prosecutor's Office (EPPO), and the European Court of Auditors (ECA). The Beneficiary acknowledges that findings from such procedures may be extended to them and agrees to abide by any resulting decisions or corrective measures.

If they breach any of its obligations, the sub-grant may be reduced.

16. REPORTING

The Beneficiary is required to submit two reports over the course of the project: an Interim Report and a Final Report. The Interim Report, covering both technical and financial aspects, must be submitted at the project's midpoint. It should provide an update on the implementation of the action in accordance with Annex 2 and include an interim financial statement aligned with the approved budget. At the latest 30 calendar days after the end of the project (i.e., after the eligibility period ends), the Beneficiary must submit a Final Report and Financial Statement, using the template provided in Annex 2. The Final Report consists of two sections: the technical section, which must offer a comprehensive overview of the action's implementation in line with Annex 1; and the financial section, which must present a complete statement of costs consistent with the budget outlined in Annex 1 or, where applicable, any approved amendments. These documents must be prepared in English and drafted in Euro.

The Sub-Grant Manager may terminate the Sub-Grant Agreement and may reduce the sub-grant if the Beneficiary does not submit a request for payment of the balance (final payment) accompanied by the documents requested within 30 calendar days following the end of the corresponding reporting period and still fails to submit such a request within further 30 calendar days following a written reminder sent by the Sub-Grant Manager.

If the Beneficiary has general accounts in a currency other than the euro must convert costs incurred in another currency into euros at the average of the daily exchange rates published in the C series of the Official Journal of the European Union, determined over the corresponding reporting period (available at <http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>). If no daily euro exchange rate is published in the Official Journal of the European Union for the currency in question, conversion must be made at the average of the monthly accounting rates established by the Commission and published on its website (http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm), determined over the corresponding reporting period. If the Beneficiary has general accounts in euros must convert costs incurred in another currency into euros following their usual accounting practices.

By signing the Interim and Final Report and Financial Statement, the Beneficiary confirms that:

- the information provided is complete, reliable and true;
- the lump sum declared is eligible (in particular, the work has been completed, that the work has been properly implemented and/or the results were achieved in accordance with Annex 1);
- the proper implementation and/or achievement can be substantiated by adequate records and supporting documents.

The Beneficiary must certify that the information provided in the request for payment of the balance is full, reliable and true. They must also certify that the costs incurred can be considered eligible in accordance with the Sub-Grant Agreement and that the payment request is substantiated by adequate supporting documents. In addition, the Beneficiary must certify that all the revenues generated by the action have been declared.

The Beneficiary may exceptionally also declare partial lump sum contributions for activities that were not completed (e.g. due to force majeure or technical impossibility). Lump sum contributions, which are not declared in a financial statement, will not be considered by the Sub-Grant Manager.

17. PAYMENTS AND RECOVERIES

17.1 Payments and Payments Arrangements

The Sub-Grant will be paid as follows:

- **First Payment:** An advance payment of 50% following the signature of the Sub-Grant Agreement¹
- **Second Payment:** An interim payment of 30% of the maximum amount specified in Article 3.
- **Third Payment:** A balance (final payment) of 20% of the maximum amount specified in Article 3.

The Coordinator must submit a request for interim payment within 45 days following the end of the first reporting period. This request must be accompanied by an Interim report (technical report), drawn up in accordance with Annex 2. The report will trigger an interim payment of 30% of the maximum amount specified in Article 3 and will be paid no later than 30 days after the submission of the interim report. Payment is subject to the approval of the request for interim payment and the accompanying documents. Their approval does not imply recognition of the compliance, authenticity, completeness or correctness of their content.

The balance (final payment) shall be paid to the Beneficiary subject to the receipt of the Final Report and financial Statement, in compliance with the Model provided in Annex 2. The final payment is triggered upon the submission and approval of these documents which must be sent no later than 30 days after the conclusion of the eligibility period set in this Sub-Grant Agreement. The time limit for the Sub-Grant Manager to make payment, after the approval of the Report, is 30 days.

The payment of the balance reimburses or covers the remaining part of the eligible costs for the implementation of the action up to the maximum sub-grant set in the Sub-Grant Agreement. The Sub-Grant Manager determines the amount due to the balance by deducting the total amount of advance payment(s) from the final amount of the sub-grant determined at the balance. If the total amount of the advance payment is higher than the final amount of the sub-grant determined at the balance, the payment of the balance takes the form of recovery. If the total amount of the advance payment is lower than the final amount of the sub-grant determined at the balance, the Sub-Grant Manager must pay the balance within 30 calendar days from when it approves the Final Report and Financial Statement. Payment is subject to the approval of the Report. The approval does not imply recognition of the compliance, authenticity, completeness or correctness of their content.

The final amount of the sub-grant depends on the extent to which the action has been implemented in accordance with the terms of the Sub-Grant Agreement. The final amount of the sub-grant is calculated by the Sub-Grant Manager at the time of the payment of the balance.

All payments will be made in euro to the bank account indicated by the coordinator and must be distributed without unjustified delay.

All payments, denominated in Euro, will be made to the bank account of the Coordinator (indicated below) and must be distributed without unjustified delay.	
Name of the Bank	
Full Address of the Bank	

¹ A different payment scheme may be proposed following the financial viability check, where deemed necessary.

Precise denomination of the account holder	
Full account number (including bank codes)	Sort code: Account number: BIC: IBAN:
Other details	

The cost of payment transfers will be as follows:

- the Sub-Grant Manager bears the cost of transfers charged by its bank;
- the Beneficiary bears the cost of transfers charged by its bank;
- the party causing a repetition of a transfer bears all costs of the repeated transfer.

18. REJECTIONS AND GRAND REDUCTION

The Sub-Grant Manager will at final payment reject any lump sum contributions which are ineligible.

If the rejection does not lead to a recovery, the Sub-Grant Manager will formally notify the Beneficiary concerned of the rejection, the amounts and the reasons why. The Beneficiary may – within 30 days of receiving notification – submit observations if they disagree with the rejection. If the rejection leads to a recovery, the Sub-Grant Manager will follow a contradictory procedure with a pre-information letter.

If the Sub-Grant Manager rejects lump sum, it will deduct them from the contributions declared and then calculate the amount due (and, if needed, make a recovery).

The Sub-Grant Manager may – at Beneficiary termination or final payment– reduce the sub-grant for a Beneficiary, if:

- the Beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the sub-grant) has committed substantial errors, irregularities or fraud or serious breach of obligations under this Sub-Grant Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.), or
- the Beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the sub-grant) has committed systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this sub-grant.

The amount of the reduction will be calculated and proportionate to the seriousness and the duration of the errors, irregularities or fraud or breach of obligations, by applying an individual reduction rate to their accepted EU contribution.

If the sub-grant reduction does not lead to a recovery, the Sub-Grant Manager will formally notify the Beneficiary concerned of the reduction, the amount to be reduced and the reasons why. The Beneficiary may – within 30 days of receiving notification – submit observations if he/she/they disagrees with the reduction. If the reduction leads to a recovery, the Sub-Grant Manager will follow a contradictory procedure with a pre-information letter.

If the Sub-Grant Manager reduces the sub-grant, it will deduct the reduction and then calculate the amount due (and, if needed, make a recovery).

19. LIABILITY FOR DAMAGES

The Sub-Grant Manager cannot be held liable for any damage caused to the Beneficiaries or to third parties as a consequence of the implementation of the Sub-Grant Agreement, including for gross negligence.

The Sub-Grant Manager cannot be held liable for any damage caused by any of the Beneficiaries or other participants involved in the action, as a consequence of the implementation of the Sub-Grant Agreement.

The Beneficiaries must compensate the Sub-Grant Manager for any damage it sustains as a result of the implementation of the action or because the action was not implemented in full compliance with the Sub-Grant Agreement, provided that it was caused by gross negligence or wilful act.

The liability does not extend to indirect or consequential losses or similar damage (such as loss of profit, loss of revenue or loss of contracts), provided such damage was not caused by wilful act or by a breach of confidentiality.

20. FORCE MAJEURE

A party prevented by force majeure from fulfilling its obligations under the Sub-Grant Agreement cannot be considered in breach of them. '*Force majeure*' means any situation or event that: prevents either party from fulfilling their obligations under the Sub-Grant Agreement, was unforeseeable, exceptional situation and beyond the parties' control, was not due to error or negligence on their part (or on the part of other participants involved in the action) and proves to be inevitable in spite of exercising all due diligence.

Any situation constituting *force majeure* must be formally notified to the other party without delay, stating nature, likely duration and foreseeable effects.

The parties must immediately take all the necessary steps to limit any damage due to *force majeure* and do their best to resume implementation of the action as soon as possible.

21. SUSPENSION OF THE IMPLEMENTATION OF THE ACTION

The Beneficiary may suspend the implementation of the action or any part of it, if exceptional circumstances make such implementation impossible or excessively difficult, in particular in the event of *force majeure*.

The Beneficiary must immediately inform the Sub-Grant Manager, stating the reasons for the suspension, including details about the date or period when the exceptional circumstances occurred; and the expected date of resumption.

Once the circumstances allow the Beneficiaries to resume implementing the action, the Beneficiaries must inform the Sub-Grant Manager immediately and present a request for amendment of the Sub-Grant Agreement. This obligation does not apply if the Sub-Grant Agreement or the participation of the Beneficiaries is terminated.

The Sub-Grant Manager may suspend the implementation of the action or any part thereof:

- if the Sub-Grant Manager has evidence that the Beneficiaries has committed irregularities, fraud or breach of obligations in the award procedure or while implementing the Sub-Grant Agreement;

- if the Sub-Grant Manager has evidence that the Beneficiaries has committed systemic or recurrent irregularities, fraud or serious breach of obligations in other grants funded by the Union or the European Atomic Energy Community ('Euratom') awarded to the Beneficiary under similar conditions and the irregularities, fraud or breach of obligations have a material impact on this grant; or
- if the Sub-Grant Manager suspects irregularities, fraud or breach of obligations committed by the Beneficiary in the award procedure or while implementing the Sub-Grant Agreement and needs to verify whether they have actually occurred.

Before suspending the implementation of the action, the Sub-Grant Manager must send a formal notification to the Beneficiaries informing them of its intention to suspend the implementation; the reasons for suspension; and the necessary conditions for resuming the implementation as well as inviting them to submit observations within 30 calendar days of receiving the formal notification.

If the Sub-Grant Manager does not receive observations or decides to pursue the procedure despite the observations it has received, it must send a formal notification to the Beneficiaries informing them of the suspension of the implementation; the reasons for suspension; and the final conditions for resuming the implementation or the indicative date of completion of the necessary verification.

The suspension takes effect five calendar days after the formal notification is received by the Beneficiaries or on a later date specified in the formal notification.

Otherwise, the Sub-Grant Manager must send a formal notification to the Beneficiaries informing them that it is not continuing the suspension procedure.

In order to resume the implementation, the Beneficiaries must meet the notified conditions as soon as possible and must inform the Sub-Grant Manager of any progress made. If the conditions for resuming the implementation are met or the necessary verifications are carried out, the Sub-Grant Manager must send a formal notification to the Beneficiaries informing them that the conditions for lifting the suspension are met; and requiring them to present a request for amendment of the Sub-Grant Agreement. This obligation does not apply if the Sub-Grant Agreement or the participation of the Beneficiaries is terminated.

If the implementation of the action can be resumed and the Sub-Grant Agreement has not been terminated, an amendment to the Sub-Grant Agreement must be made in order to set the date on which the action is to be resumed; extend the duration of the action; and make other changes necessary to adapt the action to the new situation.

The suspension is lifted with effect from the resumption date set out in the amendment. This date may be before the date on which the amendment enters into force.

Costs incurred during the period of suspension that relates to the implementation of the suspended action or the suspended part of it may not be reimbursed or covered by the sub-grant.

Suspending implementation of the action does not affect the Sub-Grant Manager's right to terminate the Sub-Grant Agreement or to terminate the participation of the Beneficiaries, reduce the grant or recover amounts unduly paid.

Neither party may claim damages due to suspension by the other party.

22. SUSPENSION OF PAYMENTS

The Sub-Grant Manager may at any moment suspend, in whole or in part, the pre-financing payment or the payment of the balance for the Beneficiary:

- if the Sub-Grant Manager has evidence that the Beneficiary has committed irregularities, fraud or breach of obligations in the award procedure or while implementing the Sub-Grant Agreement;
- if the Sub-Grant Manager has evidence that the Beneficiary has committed systemic or recurrent irregularities, fraud or serious breach of obligations in other grants funded by the Union or the European Atomic Energy Community ('Euratom') awarded to the Beneficiary under similar conditions and such irregularities, fraud or breach of obligations have a material impact on this grant; or
- if the Sub-Grant Manager suspects irregularities, fraud or breach of obligations committed by the Beneficiary in the award procedure or while implementing the Sub-Grant Agreement and needs to verify whether they have actually occurred.

Before suspending payments, the Sub-Grant Manager must send a formal notification to the Beneficiary 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 them to submit observations within 30 calendar days of receiving the formal notification.

If the Sub-Grant Manager does not receive observations or decides to pursue the procedure despite the observations it has received, it must send a formal notification to the Beneficiary 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 Sub-Grant Manager sends formal notification of suspension.

Otherwise, the Sub-Grant Manager 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 and 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 Sub-Grant Manager to suspend the implementation of the action or to terminate the Sub-Grant Agreement.

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

23. TERMINATION OF THE SUB-GRANT AGREEMENT

The Beneficiary may terminate the Sub-Grant Agreement. They must send a formal notification of termination to the Sub-Grant Manager, stating the reasons for termination; and the date on which the termination takes effect. This date must be set after the formal notification. If the Beneficiary does not state the reasons for the termination or if the Sub-Grant Manager considers

that the reasons do not justify termination, the Sub-Grant Agreement is considered to have been terminated improperly.

The termination takes effect on the day specified in the formal notification.

The Sub-Grant Manager may terminate the Sub-Grant Agreement if:

- a change to the Beneficiary's legal, financial, technical, organisational or ownership situation is likely to affect the implementation of the Sub-Grant Agreement substantially or calls into question the decision to award the grant, or a change regarding the exclusion situations;
- the Beneficiary, any related person or any natural person who is essential for the award or for the implementation of the Sub-Grant Agreement has committed serious breach of obligations, including improper implementation of the action as described in Annex I;
- the implementation of the action is prevented or suspended due to *force majeure* or exceptional circumstances and either resumption is impossible, or the necessary changes to the Sub-Grant Agreement would call into question the decision awarding the grant or be contrary to the equal treatment of applicants;
- the Beneficiary or the natural or legal person that assumes unlimited liability for the debts of that Beneficiary is declared bankrupt, is subject to insolvency or winding-up procedures, its assets are being administered by a liquidator or by a Court, has entered into an agreement with creditors, has suspended business activities or is in any analogous situation arising from a similar procedure provided for under the Union or national law; is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;
- The Beneficiary or any related person or any natural person who is essential for the award or for the implementation of the Sub-Grant Agreement has committed: grave professional misconduct proven by any means; fraud; corruption; conduct related to criminal organisations; money laundering; terrorism-related crimes (including terrorism financing); child labour or other offences concerning trafficking of human beings;
- the Sub-Grant Manager has evidence that a Beneficiary or any related person or any natural person who is essential for the award or for the implementation of the Sub-Grant Agreement has committed irregularities, fraud or breach of obligations in the award procedure or while implementing the Sub-Grant Agreement, including if that Beneficiary, related person or natural person has submitted false information or failed to provide required information;
- the Sub-Grant Manager has evidence that a Beneficiary has committed systemic or recurrent irregularities, fraud or serious breach of obligations in other Union or Euratom grants awarded to it under similar conditions and such irregularities, fraud or breach of obligations have a material impact on this grant;
- the Beneficiary or any related person or any natural person who is essential for the award or for the implementation of the Sub-Grant Agreement has created an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business;
- the Beneficiary or any related person or any natural person who is essential for the award or for the implementation of the Sub-Grant Agreement has been created with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business).

Before terminating the Sub-Grant Agreement or participation of the Beneficiary, the Sub-Grant Manager must send a *formal notification* informing he/she/it of its intention to terminate; the reasons for termination; and requiring them, within 30 calendar days of receiving the formal

notification: to submit observations and if applicable to inform the Sub-Grant Manager of the measures to ensure compliance with the obligations under the Sub-Grant Agreement.

If the Sub-Grant Manager does not receive observations or decides to pursue the procedure despite the observations it has received, it will send a formal notification to the Beneficiary informing them of the termination and the date on which it takes effect. Otherwise, the Sub-Grant Manager must send a formal notification to the Beneficiary informing them that the termination procedure is not continued.

The termination takes effect on the day specified in the formal notification of termination.

Within 30 calendar days from the day on which the termination takes effect, the Beneficiary must submit a request for payment of the balance.

If the Sub-Grant Manager does not receive the request for payment of the balance by the above deadline, only costs which are included in an approved technical report and, where relevant, in an approved financial statement, are covered by the grant.

If the Sub-Grant Agreement is terminated by the Sub-Grant Manager because the Beneficiary has breached its obligation to submit the request for payment, the Beneficiary may not submit any request for payment after termination. The Sub-Grant Manager calculates the final grant amount and the balance on the basis of the report submitted. Only activities undertaken before the date when the termination takes effect or the end date of the implementation period, whichever is the earliest, must be taken into account.

The Sub-Grant Manager may reduce the grant in case of improper termination of the Sub-Grant Agreement by the Beneficiary or termination of the Sub-Grant Agreement by the Sub-Grant Manager on any of the grounds set out in this Article.

Neither party may claim damages on the grounds that the other party terminated the Sub-Grant Agreement.

After termination, the Beneficiary's obligations continue to apply.

24. AMENDMENT

Any amendment to the Sub-Grant Agreement must be made in writing. An amendment may not have the purpose or the effect of making changes to the Sub-Grant Agreement 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; and
- be sent to the other party in due time before it is due to take effect and in any case one month before the end of the implementation period.

The last point does not apply in cases duly substantiated by the party requesting amendment if the other party agrees.

A request for amendment must be submitted by the Sub-Grant Manager and will take effect on a date agreed by the parties or, in the absence of such an agreed date, on the date on which the last party signs.

25. COMMUNICATION DETAILS OF THE PARTIES

Any communication relating to the Sub-Grant Agreement or to its implementation must:

- be made in writing (in paper or electronic form);
- bear the number of the Sub-Grant Agreement; and
- be made using the communication details identified in this Article.

Any mail communication addressed to the Sub-Grant Manager must be sent to the following address:

ATT: SoilTribes Project Grant Managers

INOVA+ Innovation Services SA

Centro de Inovação de Matosinhos, Rua Dr. Afonso Cordeiro, 567

4450-309 – Matosinhos, Portugal

E-mail communication should be sent to the following e-mail address:

hello@soiltribes.eu

Any mail communication from SoilTribes to the Beneficiaries must be sent to the following address:

[Coordinator Name]

[Please insert the name of the entity]

[Please insert the full official address]

Any e-mail communication should be sent to the following e-mail address: [please complete]

Any communication is considered to have been made when the receiving party receives it unless the Sub-Grant Agreement states that communication is considered to have been made on the date when the communication was sent.

Email is considered to have been received by the receiving party on the day of dispatch of that email, provided that it is sent to the email address indicated in this Article. The sending party must be able to prove the date of dispatch. If the sending party receives a non-delivery report, it must make every effort to ensure that the other party actually receives the communication by email or mail. In such a case, the sending party is not held in breach of its obligation to send such communication within a specified deadline.

Mail sent to the Sub-Grant Manager using the postal or courier services is considered to have been received by the Sub-Grant Manager on the date on which it is registered by the department identified in this Article.

Formal notifications are considered to have been received by the receiving party on the date of receipt indicated in the proof received by the sending party that the message was delivered to the specified recipient.

26. APPLICABLE LAW

The Sub-Grant Agreement is governed by its terms, the Union law applicable, and, on a subsidiary basis, by the law of European Commission – Grant Agreement – Belgium.

All disputes arising out of or in connection with this Sub-Grant Agreement, which cannot be solved amicably, shall be finally settled by the courts of Brussels, Belgium, in accordance with the jurisdiction specified in the Grant Agreement by its terms, the Union law applicable, and, on a subsidiary basis, by the law of Belgium.