



HuMUS Open Call for Pilot Proposals

Annex D. Sub-grant agreement template

Under the EU-funded project entitled “HuMUS—Healthy Municipal Soils” (HORIZON-MISS-2021-SOIL-02 Project number: 101091050)—hereinafter: ‘the Project’

BETWEEN

ANCI Toscana, having their seat in 50122 Florence, Italy, Viale della Giovine Italia 17, Phone: +39 055 247 7490, E-mail: info@humus-project.eu, acting coordinator of the above referenced Project, here represented by Dr Simone Gheri, Director—hereinafter: ‘the Project Coordinator’—on the one part

AND

[Full official name of the awarded entity, full official address, Phone, E-mail]—hereinafter ‘the Beneficiary’—on the other part

When together named ‘the Parties’

WHEREAS

- On 06/11/2023 the Project Coordinator published an Open Call for Pilot Proposals—hereinafter ‘the Call’—aimed to identify and financially support no fewer than 20 European initiatives demonstrating an effective capacity to exploit the potential of participatory governance for increasing the awareness of soil health issues and threats and improve the effectiveness of remediation actions at regional and/or local levels;
- On 22/02/2024 the Call was amended and the new deadline was introduced on 05/04/2024;
- On [DD/MM/YYYY] the Beneficiary filed an application to the Call, with a Pilot Proposal entitled [.....]—hereinafter the ‘Action’;
- On [DD/MM/YYYY] the Project Coordinator informed the Beneficiary that its application was awarded a Sub-grant of € (Euro) maximum, under the terms and conditions stipulated in the Call and which were known and priorly accepted by the Beneficiary upon submission of the Pilot Proposal;
- The full text of the Beneficiary’s application is attached as Annex I to this Sub-grant agreement;
- The full text of the Call is attached as Annex II to this Sub-grant agreement;



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NOW IT IS STIPULATED AND AGREED AS FOLLOWS:

Article 1 – Purpose of the Sub-grant agreement

1.1 The purpose of this Sub-grant agreement is to specify the terms and conditions for the Beneficiary to be paid the Sub-grant it has been awarded under the provisions of the Call, to finance the implementation of the Action.

1.2 In addition to the Sub-grant, the Beneficiary may ask to receive dedicated technical support from the Project Coordinator and/or nominated Partners of the HuMUS Project, to facilitate the achievement of the goals set out in its Pilot Proposal, as stipulated by Article 10 of this agreement.

1.3 This Sub-grant agreement consists of 17 articles and 2 Annexes, the contents of which the Beneficiary hereby declares have been well noted and fully accepted.

Article 2 – Responsibility of the Beneficiary

2.1 The Beneficiary shall implement the Action under its own responsibility and in accordance with the Pilot Proposal referenced to as Annex I, with a view to achieving the objectives laid down therein.

2.2 This responsibility extends to other natural persons or legal entities acting as collaborators, partners or supporters of the Beneficiary itself, as foreseen by the Call and described in the Pilot Proposal.

2.3 In no case may the rights and duties of this Sub-grant agreement be assigned or transferred to any third party in any manner whatsoever. The Beneficiary will be solely responsible of the execution of this Sub-grant agreement towards the Project Coordinator and indirectly, the European Union bodies listed in Article 8 below.

Article 3 – Timeline and Description of the Action

3.1 Implementation of the Action shall begin on [date to be agreed with the Beneficiary] and end on [date to be agreed with the Beneficiary].

3.2 No extension of the Action's timeline can be negotiated or allowed.

3.3 No change in the description of the Action modifying relevant contents of Annex I to this Sub-grant agreement can be negotiated or ultimately allowed.

3.4 In case of any deviation from the provisions of this Article, the Project Coordinator is entitled to terminate the Sub-grant agreement as per Article 13 below.

Article 4 – Sub-grant Amount

4.1 The total eligible costs of the Action are estimated at € (Euro) as set out in the Pilot Proposal.

4.2 The Project Coordinator undertakes to pay the Beneficiary a maximum Sub-grant of € 30.000,00. (Euro thirty thousand/00) upon the complete and satisfactory execution of all the tasks mentioned in the Pilot Proposal and the delivery from the Beneficiary to the Project Coordinator of all the required documents as per Article 6 below.

4.3 In no cases can the Project Coordinator increase or the Beneficiary demand to increase the amount of the Sub-grant set out in the previous paragraph.

Article 5 – Payments Schedule

5.1 Within 15 calendar days after the signature of this Sub-grant agreement, the Project Coordinator will pay to the Beneficiary, on its request accompanied by a receipt, up to 50% of the Sub-grant Amount specified in Article 4 above.

5.2 Another 25% of the Sub-grant Amount will be paid within 15 calendar days after the delivery of the Territorial Management Agreement mentioned in Article 6 below.

5.3 The final balance will be paid to the Beneficiary within 15 calendar days after the Project Coordinator's approval of all the results foreseen by the awarded Action, thereby including the Short final report (public) and the Analysis of replication potential (business confidential) mentioned in Article 7 below.

5.4 All the above amounts will be paid to the Beneficiary by Bank transfer, on its request accompanied by a receipt.

Article 6 – Reporting Duties

6.1 In addition to the results foreseen by the awarded Action's Pilot Proposal, the Beneficiary must deliver to the Project Coordinator:

- within 15 calendar days after its signature, the Territorial Management Agreement foreseen by the Call;
- within 15 calendar days after the End date specified in Article 3 above:
 - a Short final report with a publishable summary, containing a detailed narrative of the implementation of the Action;
 - a confidential Analysis of replication potential, including details of the specific methodology adopted and highlighting the main barriers, drivers, enablers and conditions for constructive dialogue and participatory governance of soil health issues and threats to materialise at regional and/or local levels in Europe;
- a receipt for each payment instalment demanded, with the specification of the IBAN to which the payment must be effected. The amount of each instalment will be

inclusive of any payment due to other natural persons or legal entities acting as the Beneficiary's collaborators, partners or supporters, as foreseen by the Call, and described in the Pilot Proposal.

6.2 Should the Beneficiary fail to supply the Project Coordinator with the above referenced results and documentation or to deliver any additional clarification or content modification demanded in writing by the Project Coordinator during the review process preceding the final payment as per Article 7 below, the Project Coordinator may terminate this Sub-grant agreement and recover the amounts already paid to the Beneficiary as per Article 12 below.

6.3 The same provisions of paragraph 6.2 will apply in case the clarifications and content modifications provided in writing by the Beneficiary are deemed insufficient and therefore rejected by the Project Coordinator, provided a reasonable time allowance has expired with the Beneficiary being unable to comply with or finalise the above requests.

Article 7 – Final review process

7.1 At no cost for the Beneficiary, the Project Coordinator will appoint an external third party to review the documentation provided in compliance with Article 6 and verify if the objectives of the Pilot Proposal have been attained to a sufficient extent. The review will be carried forward in the interest of the Beneficiary, who will therefore commit to accepting and complying with its results.

7.2 Should the outcome of the review process suggest the request for clarifications or content modifications, the Beneficiary will deliver them to the Project Coordinator by the assigned deadline. Until then and subject to further review of received integrations that the Project Coordinator will have the discretion to demand, the payments still due to the Beneficiary will remain outstanding.

7.3 Should the additional review of the received documentation confirm the previous outcome, the Project Coordinator is entitled to terminate the Sub-grant agreement as per Article 13 below.

Article 8 – Bookkeeping and Financial Checks

8.1 The Beneficiary will keep accurate and regular accounts of the implementation of the Action. These may either be an integral part of the Beneficiary's regular system or an adjunct to that system. They will be run in accordance with the accounting and bookkeeping policies and rules that apply in the country concerned. Accounts and expenditure relating to the Action must be easily identifiable and verifiable therein.

8.2 The Beneficiary will allow the Project Coordinator and any external auditor to carry out site inspections, audits and checks of the implementation of the Action and obtain

copies of received Sub-grant payments. Such activities may take place up to 7 years after the payment of the Sub-grant balance.

Article 9 – Liability for Damages or Injuries

9.1 The Project Coordinator cannot under any circumstances or for any reason whatsoever be held liable for damage or injury borne by the staff or property of the Beneficiary while the Action is being carried out or as a consequence of the Action. The Project Coordinator cannot therefore accept any claim for compensation or increases in payment in connection with such damage or injury.

9.2 The Beneficiary shall assume sole liability towards third parties, including liability for damage or injury of any kind borne by them while the Action is being carried out or as a consequence of the Action. The Beneficiary shall discharge the Project Coordinator of all liability arising from any claim or action brought as a result of an infringement by the Beneficiary or the Beneficiary's employees or individuals for whom those employees are responsible, of rules and regulations, or as a result of the violation of a third party's rights.

Article 10–Technical Support to the Beneficiary

10.1 To facilitate the implementation of the Action and ensure the full attainment of its stated objectives, the Project Coordinator nominates (Mr/Ms) as “Mentor” of the Action in representation of the partner . (He/She) will act as a single point of contact on behalf of the HuMUS consortium, for all technical issues related to the Action’s implementation. In particular, (he/she) will provide advice on the participatory governance instruments, methods and tools that are most appropriate to be used in this circumstance. (His/Her) support will be totally free of charge for the Beneficiary. In addition, the “Mentor” will support the Beneficiary in minimising the time required after the signature of the Sub-grant agreement to perform the activities of the awarded Action in full, considering that no time extension can be allowed as per Article 3 above.

10.2 The Beneficiary and the “Mentor” are free to agree on the best ways to collaborate and interact with each other. Should the Beneficiary feel knowledgeable enough on the use of participatory governance methods and tools, the relation can be turned into a remote support facility such as a Q&A service. Otherwise, the “Mentor” will share with the Beneficiary the details of the HuMUS methodology, which will be proposed jointly with a user manual and suitable training material.

10.3 However, the exploitation by the Beneficiary of the opportunities described in this Article is neither necessary nor sufficient for the purposes of the awarded Action to be fulfilled in compliance with the provisions of this Sub-grant agreement.



Article 11—Publicity of the Action

11.1 The Beneficiary must take all necessary steps to publicise the fact that the European Union has financed the Action.

11.2 In particular, the Beneficiary will mention the HuMUS project “Healthy Municipal Soils” (HORIZON-MISS-2021-SOIL-02 Project number: 101091050) and the sub-grant received through ANCI Toscana in any interaction with the media as well as in any publication (including leaflets, brochures, websites, etc.) or initiative (such as conferences or seminars or training events).

11.3 Wherever appropriate, a disclaimer must be added to any oral or written communication (such as public speeches, press launches, news, journal articles etc.) specifying that the Action has received the financial support of the HuMUS project, but the contents presented are the sole responsibility of the Beneficiary and can under no circumstances be regarded as reflecting the position of any European Institution.

11.4 The Beneficiary hereby authorises the Project Coordinator and the European Commission to publish its name and address, nationality, the Action’s purpose, duration and location as well as the amount of the Sub-grant received. The publishable summary of the Short final report is also destined for publication on the HuMUS website, while some parts of the Short final report may be used by the Project Coordinator for inclusion in the reporting documents to the EC and in public presentations. As a result, any confidential information included in the Short final report will have to be expressly annotated, and the limits of its authorised handling stated beforehand.

Article 12—Intellectual Property Rights (IPR) Management

12.1 As the global aim of the Call is to fully disclose all Action results to the public domain, in case the Beneficiary identifies—at any stage of implementation—one or more results where limitations to access rights are potentially applicable, such circumstances will be formally communicated in writing to the Project Coordinator. Then the Parties will meet and discuss the best way to reconcile the Call’s interest in transparency and Open Source / Open Access with the Beneficiary’s interest in respecting and protecting the IPR of those results that are suitable for industrial and commercial exploitation. Such results may include both Background and Foreground knowledge utilised or created during the implementation of the Action.

12.2 The general principles of IPR management are stated in the Call and are fully compliant with extant legislation. They are only applicable to the Background or Foreground knowledge explicitly and formally identified as described in the previous paragraph.

12.3 The Beneficiary is licensed to use and transfer, according to the Creative Commons SA/BY rule, the original material developed by the HuMUS consortium and temporarily put at its free disposal during the implementation of the Action.



Article 13–Termination of the Sub-grant agreement

The Project Coordinator may terminate the Sub-grant agreement, by giving a seven (7) day notice and without paying compensation of any kind, but with the obligation to recover any amount of the Sub-grant already paid to the Beneficiary:

- a) in case of any deviation from the provisions of the preceding Article 3, notably as far the duration and contents of the awarded Action are concerned;
- b) should the Beneficiary fail, without convincing justification, to fulfil any of the obligations incumbent on it and, within fifteen (15) days after being given written notice of the need to comply with those obligations, still fail to do so or to supply a satisfactory explanation;
- c) particularly in the case the reports and clarifications described in Article 6 above are not delivered to the Project Coordinator and the Beneficiary fails to provide a timely, acceptable and sufficiently articulated explanation of the reasons why it is unable to comply with any of those obligations;
- d) should the Beneficiary go bankrupt or be wound up, have its affairs administered by the courts, enter into an arrangement with creditors, suspend its business activities, be the subject of proceedings concerning those matters or fall into any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- e) should the Project Coordinator find evidence of serious professional misconduct on the Beneficiary or any related entity or person, including staff, consultants and agents;
- f) should the Project Coordinator find evidence of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the European Union's financial interests on the Beneficiary or any related entity or person, including staff, consultants and agents;
- g) should the Beneficiary change its legal status, without informing the Project Coordinator in advance;
- h) should the Beneficiary make false or incomplete statements to obtain the grant provided for in the Sub-grant agreement or provide reports that do not reflect reality;
- i) should the Project Coordinator find evidence that the Beneficiary has not fulfilled its obligations related to the payments of some of the costs claimed, including payroll taxes and social security contributions in accordance with the legal provisions of the country where it is established;
- j) should the Project Coordinator find evidence of substantial errors, irregularities or fraud in the award procedure of the Sub-grant or the operation of this Sub-grant agreement.

Article 14 – Applicable Law and Arbitration

14.1 All issues, questions and disputes concerning the validity, interpretation, enforcement, performance or termination of this Sub-grant agreement shall be

governed by and construed in accordance with Italian law, and no effect shall be given to any other choice of law or any conflict-of-laws rules or provisions (Italian, foreign or international) that could cause the laws of any jurisdiction other than Italy to be applicable.

14.2 The Parties agree to first endeavour to amicably settle any dispute concerning the validity, interpretation, enforcement, performance or termination of this Sub-grant agreement. In the absence of an amicable settlement within 45 days from a written notice specifying the nature of the dispute and sent to the other Party, such dispute shall be submitted to the Arbitration Tribunal of the Chamber of Commerce of Florence (Italy).

14.3 The Arbitration Tribunal, consisting of a sole Arbitrator, will decide on the substance of the dispute in accordance with the law. The decision can be brought to the competent Court of Justice.

Article 15 – Contact Addresses

15.1 Any communication relating to this Sub-grant agreement shall be in writing, stating the title of the Action and sent to the following addresses:

For the Project Coordinator

ANCI Toscana

Viale della Giovine Italia 17

50122 Florence, Italy

Phone: +39 055 247 7490

E-mail: info@humus-project.eu

Contact: Ms Annalaura Vannuccini

For the Beneficiary

[Full Name]

[Address]

[Location]

[Phone]

[E-mail]

[Contact Person]

Article 16 – Privacy and Data Protection

16.1 With the signature of this Sub-grant agreement, the Beneficiary agrees that the following personal data and information is collected and further processed by the Project Coordinator, its appointed staff or subcontractors (e.g. external auditors):

- Name of the Beneficiary;
- Tax (or Social Security) Identification Code or VAT Registration Number;
- Bank account reference (IBAN and BIC codes);
- Contact details (e-mail, telephone number, fax number, postal address, country of residence, internet site);
- Declaration on honour that the Beneficiary is not in any exclusion situation referred to in articles 106 and 107 of the Financial Regulation (EU, Euratom) No. 2015/1929;
- Information about the Beneficiary's representative: Name and Surname, Birthplace and Date of Birth, Title, Position, Telephone number, Mail address, Passport/ID number, Tax (or Social Security) Identification Code, Signature;
- Information about the list of people mentioned in the Pilot Proposal as involved in the tasks described therein: educational background, professional experience

including details on current and past employment, technical skills and languages, etc.;

- Other personal data (including pictures and photos if provided) stored in the Action results, reports and justifications listed in Article 6 above, particularly concerning third parties.

16.2 In addition to the above, verbal information on the Action's progress including some personal data of the Beneficiary and the people involved in the Action may be shared by the Beneficiary with the "Mentor" appointed by the Project Coordinator as per Article 10 above (where applicable).

16.3 Finally, a limited subset of personal data (including, if provided, pictures and photos) might be published on the HuMUS website as well as on other portals of the European Union and/or disseminated by any other means, including the identification of the Beneficiary, any personal data included in the publishable summary of the Action, and the names and contact details of the administrative contacts of the Beneficiary.

16.4 Personal data collection, storage, processing and publication will be a sole responsibility of the Project Coordinator, managed through its appointed staff, subcontractors as well as other HuMUS partners, their appointed staff and subcontractors. Personal data will be collected, stored, processed and published in full accordance with Regulation (EU) 2016/679, also known as GDPR (General Data Protection Regulation). Data and information will be retained for a maximum period of 10 years after the closing of the Action. Anonymous or encrypted data can be retained for a longer period and further processed for historical, statistical, or scientific purposes.

16.5 All personal data and information is stored in secure databases that reside permanently on the HuMUS servers, under the control of the Project Coordinator and of selected HuMUS partners. For more details on the HuMUS Privacy Policy the reader is referred to Annex E to the Call.

16.6 At any point in time, any natural person or legal entity is entitled to access own personal data and information, asking the Project Coordinator to rectify/block or erase them in case they are inaccurate or incomplete. One can exercise one's own rights by contacting the Project Coordinator's Data Protection Officer (see further) or directly the European Data Protection Supervisor (EDPS): edps@edps.europa.eu. The Project Coordinator's Data Protection Officer is Mr Marco Giuri - marcogiuri@studiogiuri.it

Article 17 – Entry into force

17.1 This Sub-grant agreement will enter into force on the date when the last Party has signed it.



For the Beneficiary

Name

Title

Signature

Date

For the Project Coordinator

Simone Gheri

Director

Signature

Date

Second signature to confirm reading and understanding of the following Articles of this Sub-grant agreement: 2 (Responsibility of the Beneficiary), 3 (Timeline and Description of the Action), 6 (Reporting Duties), 7 (Final Review Process), 8 (Bookkeeping and Financial Checks), 9 (Liability for Damages or Injuries), 13 (Termination of the Sub-grant agreement), 14 (Applicable Law and Arbitration), 16 (Privacy and Data Protection).

For the Beneficiary

Name

Title

Signature

Date

For the Project Coordinator

Simone Gheri

Director

Signature

Date

Annex I. Beneficiary's Application

Annex II. Call Text



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