TRACE

TRANSLATIONAL RESEARCH IN ACTION
FOR CANCER IN REGIONAL ECOSYSTEMS

PLATE

TRACE OPEN CALL

Annex 3 | Subgrant Agreement

Funded by the European Union

Funded by the European Union under grant agreement No. 101217160. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union. Neither the European Union nor the granting authority can be held responsible for them.

Contracting parties

This **Agreement** ('the Agreement') is between the following parties:

On the one part,

F6S Network Ireland Limited, established in Work Hub, 77 Camden Street Lower, Dublin, Dublin 2, D02 XE80, Ireland, VAT number IE 3629141FH, represented for the purposes of signing the Agreement by Nuno Varandas, Director, acting as Treasurer of the TRACE project and duly mandated to sign on behalf of all parties to the TRACE Consortium;

Hereinafter referred to as the "Treasurer",

and, on the other part,

OPTION 1 - consortium

_____ [Organisation name/ individual name] established in _____, [Full official address], VAT number _____, represented for the purposes of signing the Agreement by _____ [Name of legal representative], acting as Lead Beneficiary of the _____ [%Sub-grant ProjectAcronym%,] project;

and

_____ [Organisation name/ individual name] established in _____, [Full official address], VAT number _____, represented for the purposes of signing the Agreement by _____ [Name of legal representative], acting as a second beneficiary of the _____ [%Sub-grant ProjectAcronym%,] project;

Hereinafter collectively referred to as the "Beneficiaries,

Hereinafter referred to as the "Beneficiary";

Hereinafter, all parties above are collectively referred to as the "Contracting Parties"

The Contracting Parties **HAVE AGREED** to the following terms and conditions including those in the following Annexes, which form an integral part of this sub-grant agreement.

General provisions

The grant is awarded to %Sub-grant ProjectAcronym%, selected in the framework of the TRACE Open Call.

The agreement sets out the terms and conditions for paying the grant to the Beneficiary/Beneficiaries and rights and responsibilities of the Beneficiary/Beneficiaries implementing the awarded project.

TEMPLATE

Article 1 - Entry into force and termination of the agreement

1.1. Entry into force

1. This Agreement enters into force on the day of its signature by the last Contracting Party.

1.2. Agreement termination

2. This Agreement will automatically terminate at the date mentioned in Article 1.3.
3. Either Contracting Party can terminate the Agreement by written notice.
4. Termination has no effect on the provisions that normally continue to apply after the end of the Programme and duration of the Agreement.
5. The Treasurer will be entitled to terminate the Agreement by written notice with immediate effect if the Beneficiary/Beneficiaries do/does not fulfil their obligations. In this case, the provisions of Article 3 shall prevail.
6. In case of termination by the Beneficiary/Beneficiaries, no additional payments will be made beyond the last concluded Phase, regardless of subsequent work carried out.

1.3. Duration and starting date of awarded project

1. The effective starting date of the awarded %Sub-grant ProjectAcronym% is xxx (full date).
2. The end date of the awarded %Sub-grant ProjectAcronym% is xxx (full date).
3. The %Sub-grant ProjectAcronym%, will be implemented for XXX months.
4. The implementation of the awarded project shall start on the date given above, even if the agreement has been signed at a later date.
5. The Beneficiary/Beneficiaries will have access to limited information until the Agreement is signed.

Article 2 - Conflict of Interest

1. The Beneficiary/Beneficiaries shall take every necessary precaution to avoid any risk of conflict of interest relating with economic interests, political or national affinities, personal or any other interests liable to influence the impartial and objective performance of this project.
2. In case the Beneficiary/Beneficiaries is involved in a conflict of interest or in a risk of conflict of interest, the Beneficiary/Beneficiaries must formally notify this situation to the Treasurer without delay and immediately take all the necessary steps to rectify this situation.

TEMPLATE

Article 3 - Breach of contractual obligations

1. If the Beneficiary/Beneficiaries breaches any of the contractual obligations under this Agreement, the agreement may be terminated with immediate effect. In case of Force Majeure, the provisions of Article 8 shall prevail.
2. In the event of breach of the contractual obligations by the Beneficiary/Beneficiaries, the Treasurer reserves the right to withhold the payments, not to fulfil the payments to the Beneficiaries and the right to claim a refund of any already paid funds.
3. The Treasurer will give written notice requiring that such a breach be remedied within 30 consecutive days. In case the Beneficiary/Beneficiaries has/have not introduced remedies addressing the notice, the Treasurer may decide to terminate the Agreement unilaterally. In case the Beneficiary/Beneficiaries introduce(s) remedies that are approved by the Treasurer, the implementation must continue following the original timeline.

Article 4 – Project implementation and financial provisions

4.1 Maximum financial contribution

1. The maximum financial contribution to be granted to the Beneficiary/Beneficiaries of the project is €xxxx (xxxx) and will be paid in the form of a lump sum.

4.2 Distribution of the financial contribution

1. The financial contribution will be paid in instalments after the Beneficiary/Beneficiaries have fulfilled the necessary requirements of each Stage of the project as stated in Articles 4.3 and 4.4.
2. The Treasurer reserves the right to withhold the payments in case the Beneficiary/Beneficiaries does not fulfil its obligations and considers the payment conditions for each stage.
3. Payments will be made in EUR. Banking and transaction costs related to the handling of any financial resources will be covered by the Beneficiary/Beneficiaries.
4. Payments will be released after the work associated with a particular Phase has been approved and no later than thirty (30) calendar days after the receipt of the required Payment Request Form. Any specific limitation delaying payments will be made known in advance.
5. The Beneficiary/Beneficiaries is/are responsible for complying with any tax and legal obligations that might be attached to this Agreement.
6. Any additional conditions for payment may be specified in Annex 1 - Guide for Applicants.

TEMPLATE

7. A Know Your Customer (KYC) check must be carried out before any payment. If the KYC check determines that additional information is required, the payment period mentioned in 'Article 4 - Project implementation and financial provisions' is reset until all additional information is received.

4.3 Project implementation

1. The Beneficiary/Beneficiaries will implement the awarded project in accordance with the Programme provisions set out in Annex 1 - Guide for Applicants.
2. The awarded project must submit the required reports corresponding to each Phase within the dates specified in Annex 1 - Guide for Applicants.
3. A review of submitted reports will be held with the Beneficiary/Beneficiaries by the last calendar day of the end month of the Phase. The objective of the review is to present the implemented Phase and provide answers to questions from the mentors/coaches and/or TRACE consortium.
4. If at any of the project stages the quality of work demonstrated and/or reported does not correspond to what has been agreed, the TRACE Treasurer may agree to a resubmission of a report and respective reassessment. If significant improvements are not delivered after the reassessment, the sub-project is therefore considered to be in breach of their contractual obligations. Such breach will lead to measures described in Article 3.

4.4 Payments schedule

1. The payment schedule is directly linked to the relevant stages of the awarded project. The grant will be paid in instalments according to Table 1.

Table 1. Tentative payment schedule for TRACE funding programme

Stage/Phase	Requirements	Amount (%)

2. The payments will be disbursed once the work related to a specific stage has received positive assessment, based on the report submitted and respective review according to Article 4.3.
3. The payments will be made to the Beneficiary/Lead Beneficiary no later than 30 calendar days, subject to the duly completed submission of a Payment Request Form and Declaration of Honour.
4. If by law the Beneficiary/Beneficiaries is required to send an invoice, it must include the following information:

   F6S Network Ireland Limited
   77 Lower Camden St., D02 XE80, Dublin, Ireland
   VAT number: IE 3629141FH (F6S IE)

TEMPLATE

4.5 Records keeping

1. The Beneficiary/Beneficiaries must keep for a period of five (5) years after the termination of the %Sub-grant ProjectAcronym% project, records and other supporting documentation which proves the proper implementation of the awarded project.
2. The Beneficiary/Beneficiaries shall make the supporting documentation available upon request or in the context of checks, reviews, audits or investigations.
3. If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement, the Beneficiary/Beneficiaries must keep these records and other supporting documentation until the end of these procedures.
4. The Beneficiary/Beneficiaries must keep the original documents. Digital and digitised documents are considered originals if they are duly recognised as such and/or admissible under the applicable national law. The %Sub-grant ProjectAcronym% project may accept non-original documents if they offer a comparable level of assurance.

4.6 Double funding

1. The Beneficiary/Beneficiaries acknowledge(s) the fundamental principle underpinning the rules for public expenditure in the EU that no costs for the same activity can be funded twice from the EU budget.
2. The Beneficiary/Beneficiaries undertake(s) all the work performed under the %Sub-grant ProjectAcronym% project will be done exclusively in the scope of this Agreement, not being supported or funded by any other EU budget. The Beneficiary/Beneficiaries will use the budget to cover activities only related to the awarded %Sub-grant ProjectAcronym% project.

Article 5 - Liability

5.1 Liability of the Beneficiary/Beneficiaries

1. The Beneficiary/Beneficiaries is/are fully responsible for the proper implementation of %Sub-grant ProjectAcronym% and in compliance with this Agreement.
2. Except in case of force majeure (Article 8), the Beneficiary/Beneficiaries must compensate the Treasurer for any damage they sustain because of the implementation of the obligations of the Beneficiaries under this Agreement or because the obligations were not implemented in full compliance with this Agreement.
3. The TRACE consortium or consortium partner cannot be held liable for any damage caused to the Beneficiary/Beneficiaries or to third parties as a consequence of implementation of the Agreement, including for gross negligence.
4. The TRACE consortium or consortium partner cannot be held liable for any damage caused by the Beneficiary/Beneficiaries or third parties involved in project implementation, as a consequence of implementation of the Agreement.

TEMPLATE

5. The Beneficiary/Beneficiaries shall bear sole responsibility for ensuring that its act(s) within the framework of this Agreement do not infringe third parties' rights.
6. There is no joint liability between the Contracting Parties. For this purpose, the Beneficiary/Beneficiaries shall indemnify and hold the Treasurer any TRACE consortium partner harmless from and against all repayments, loss, liability, costs, charges, claims or damages which the Treasurer, any TRACE consortium partner or the European Commission (EC) as a result thereof would incur or suffer or must pay to the EC or any third parties.
7. In addition, should the EC have a right of recovery against the TRACE consortium regarding any or all the financial support granted under this Agreement, the Beneficiaries shall repay the sums in question in the terms and on the date specified by the Treasurer.
8. The Beneficiary's/Beneficiaries' aggregate liability towards the other Contracting Party and the TRACE consortium partners collectively shall be limited to the Beneficiary's/Beneficiaries' maximum financial contribution as identified in Article 4.1.

5.2 Exclusions of liability

1. To the extent acceptable under applicable law, in no event shall the Treasurer or other TRACE consortium partners be liable to the Beneficiary/Beneficiaries for loss or damage caused by the Treasurer or the TRACE consortium partners, their employees, agents and subcontractors in connection with this Agreement for any of the following, however caused or arising, on any theory of liability, and even if the Treasurer and/or any other TRACE consortium partner were informed or aware of the possibility thereof:
    - Loss of profits, revenue, income, interest, savings, shelf-space, production, and business.
    - Opportunities; lost contracts, goodwill, and anticipated savings.
    - Loss of or damage to reputation or to data.
    - Costs of recall of products.
    - Any type of indirect, incidental, punitive, special, or consequential loss or damage.
2. In respect of any information or materials from the TRACE consortium made available to the Beneficiary/Beneficiaries under this Agreement, no warranty or representation of any kind is made, given, or implied as to the sufficiency, error-free performance, or fitness for purpose, nor as to the absence of any infringement of any proprietary rights of third parties. Therefore, in particular, but without limiting the foregoing:
    - The Beneficiary/Beneficiaries shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and the consequences of such use, and
    - Neither the Treasurer, the EC nor the other TRACE consortium partners shall be liable vis-à-vis the Beneficiary/Beneficiaries in case of infringement of

TEMPLATE

proprietary rights of a third party resulting from the Beneficiary's/Beneficiaries' use of the information and material.

- The exclusions and limitations stated in this Article and any other clause of this Agreement that has as its object or effect the exclusion or limitation of liability, shall not apply in respect of any: fraud; death, injury to natural persons or damage to real or immovable property caused by the negligence or wilful act, wilful misconduct, wilful breach; or otherwise in so far as mandatory applicable law overrides such exclusions and limitations.

Article 6 - Confidentiality

1. The Parties shall protect confidential information of whatever nature or form as is disclosed between the Contracting Parties in connection with the sub-granted project. The information identified as confidential should be provided in writing.
2. Specific rules and responsibilities regarding the use of confidential information shall be established in writing in a separate agreement, if needed.
3. The TRACE Treasurer may disclose confidential Information to the EC and/or the other TRACE consortium partners if:
    - This is necessary to implement the GA or safeguard the EU's financial interests.
    - The recipients of the information are bound by an obligation of confidentiality.
4. The Beneficiary/Beneficiaries agree(s) and acknowledge that the EC shall be entitled to disclose confidential Information to its staff, other EU institutions and bodies or third parties, if:
    - This is necessary to implement the GA or safeguard the EU's financial interests.
    - The recipients of the information are bound by an obligation of confidentiality.
5. During the project implementation and for five (5) years following the ending of the TRACE on 30 September 2028, the Beneficiary/Beneficiaries cannot use any confidential information except as defined in this Agreement. The Parties will implement suitable measures to ensure confidentiality. The Parties will take the appropriate measures to guarantee the confidentiality of the information provided.

Article 7 - Intellectual property rights

1. The Beneficiary/Beneficiaries acknowledge(s) that all technologies, infrastructure and similar of the TRACE consortium partners are proprietary and owned by the respective partner or applicable third party.
2. Nothing in this Agreement shall transfer to the Beneficiary/Beneficiaries (or other partners it represents) any licence or other rights for the use of the tools, modules and similar that are property of a TRACE partner, unless a specific agreement is established.

TEMPLATE

3. The results developed during the sub-granted project shall be exclusively the property of the Beneficiary/Beneficiaries. This does not exclude the possibility for specific agreements to be made between the Beneficiary/Beneficiaries and one or more of the partners of TRACE consortium.

Article 8 - Force Majeure

1. "Force Majeure" means any unforeseeable exceptional situation or event beyond the Contracting Parties control, which prevents either of them from fulfilling any of their obligations under the Agreement, which was not attributable to error or negligence on their part, and which proves to be inevitable despite the exercising of all due diligence.
2. Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties cannot be invoked as Force Majeure.
3. The Contracting Parties shall take the necessary measures to limit any damage due to Force Majeure. They shall do their best to resume the implementation of the action as soon as possible.
4. No Contracting Party shall be in breach of its obligations and tasks if such a breach is caused by Force Majeure. A Contracting Party will notify the other Contracting Party of any Force Majeure as soon as possible. In case the Beneficiary/Beneficiaries are/is not able to overcome the consequences of Force Majeure within thirty calendar (30) days after such notification, the TRACE Treasurer will decide accordingly, including the termination of the Agreement.

Article 9 - Information and communication

9.1 Information and communication towards the EC

1. Throughout the duration of the sub-project, the Beneficiary/Beneficiaries must promote the project and its results by providing targeted information to multiple audiences (including the media and the public), as well as participate in the TRACE promotion activities, in a strategic, coherent and effective manner.
2. The communication, dissemination activities and any infrastructure, equipment, vehicles, supplies or major result funded by the grant must acknowledge EU support and display the European emblem, TRACE logo and include following disclaimer:

   "The [sub-project acronym] project has received funding from EC through the TRACE *(Grant Agreement no. 101217160)."*

   "Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or the European Research Executive Agency. Neither the European Union nor the granting authority can be held responsible for them."

TEMPLATE

3. Apart from the emblem, no other visual identity or logo may be used to highlight the EU support. When displayed in association with other logos (e.g. of beneficiaries or sponsors), the emblem must be displayed at least as prominently and visibly as the other logos without first obtaining approval. This does not, however, give the right to exclusive use. Moreover, they may not appropriate the emblem or any similar trademark or logo, either by registration or by any other means.

4. The Treasurer, the TRACE consortium, and/or the EC shall be authorised to publish, in whatever form and on or by whatever medium, the following information: personal data, including the Beneficiaries'/Beneficiary's name, contact details, location, and project related information, for communication, publication and reporting purposes. This may also include, but is not limited to, using summaries, public deliverables, as well as any other material, such as pictures or audiovisual content/material provided by the Beneficiary/Beneficiaries (including in electronic form).

5. The Beneficiary/Beneficiaries shall make all efforts to ensure that all necessary authorisations for such publications have been obtained and that the publication of the information does not infringe any rights of third parties.

6. Upon a duly supported request by the Treasurer on behalf of the Beneficiary/Beneficiaries, the EC may agree to forego such publicity if the disclosure of the information indicated above would risk compromising the Beneficiary's/Beneficiaries' security, academic or commercial interests.

9.2 Information and communication among the Contracting Parties

1. The contact details of the Beneficiary/Beneficiaries for notices and communication under this Agreement are:

Name of contact person	
Organisation name	
Role in the organisation	
Address	
E-mail	
Telephone/ mobile phone	

2. Any notice to be given under this Agreement shall be in writing, including e-mail communication, to the addresses and recipients listed above.

3. Any change of persons or contact details shall be notified immediately to the TRACE Treasurer. The address list shall be made accessible to all parties concerned.

4. The Beneficiary/Beneficiaries must immediately communicate any changes in the control of the organisation, including any replacement or removal of legal

TEMPLATE

representatives identified in the initial F6S-required KYC check. An updated KYC form along with proof of ID and residence must be provided to reflect the changes. Any pending payments may be suspended until the KYC is cleared.

5. Any communication will be conducted in English as the only official language of this Agreement.

Article 10 – Checks, reviews, investigation, audits

1. The EC may, at any time during the implementation of the sub-project and up to five years after the end of the sub-project, arrange for checks, investigation, reviews and/or audits to be carried out, by external auditors, or by the EC services themselves, including the European Anti-Fraud office (OLAF). The procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the EC.
2. There will be no financial checks, reviews, or audits to check costs, since the Beneficiary/Beneficiaries has/have no obligation to document the costs incurred for the action. Checks, reviews, and audits will focus on the technical implementation of the action.
3. The Beneficiary/Beneficiaries shall make available all information and data that may be requested by the EC or any representative authorised by it, to verify the compliance with sub-grant agreement.
4. To carry out checks, reviews, investigation, audits, the Beneficiary/Beneficiaries shall ensure that the EC's services and any external body(ies) authorised by it have on-the-spot access at all reasonable times, notably to the Beneficiary's/Beneficiaries' offices, to its computer data, and to all the information needed to carry out those checks. They shall ensure that the information is readily available on the spot during an audit and, if so requested, that data be handed over in an appropriate form.
5. Based on the findings made during the check, a provisional report shall be drawn up. It shall be sent by the EC or its authorised representative to the Beneficiary/Beneficiaries concerned, which may make observations thereon within one month of receiving it. The EC may decide not to take into account observations conveyed or documents sent after that deadline. The final report shall be sent to the Beneficiary/Beneficiaries concerned within two months of expiry of the aforesaid deadline.
6. Based on the conclusions of the check, the EC shall take all appropriate measures which it considers necessary, including the issuing of recovery orders regarding all or part of the payments made by it and the application of any applicable sanction.
7. The European Court of Auditors shall have the same rights as the EC, notably right of access, for the purpose of checks and audits, without prejudice to its own rules.

Article 11 – Data protection

1. The Contracting Parties have the obligation to abide by the Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR) of the European Parliament and of the

TEMPLATE

Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data.

2. Each Contracting Party shall each be considered a separate and independent data controller, as defined in the GDPR, to every other Contracting Party. The processing of personal data shall be carried out lawfully, fairly and in a transparent manner, collected for specific purposes and adequate, relevant, and limited to what is necessary in relation to the purposes for which it is processed. Where it might be designated by a relevant Supervisory Authority or through agreement between Contracting Parties that the TRACE Treasurer and any other TRACE consortium partners are appointed as data processors, parties shall enter into appropriate data processing agreements as required by the GDPR.

3. The Beneficiary/Beneficiaries acknowledges that the TRACE Treasurer and any other TRACE consortium partners, if appointed as data processors, are not responsible for the Beneficiaries'/Beneficiary's compliance with any data protection or privacy law applicable to the Beneficiary/Beneficiaries. Each of the Contracting Parties, in their respective roles as data controllers, will be responsible for their own compliance with any data protection or privacy law applicable to them as data controller.

Article 12 - Miscellaneous

1. Should any provision of this Agreement be or become invalid, illegal, or unenforceable, it shall not affect the validity of the remaining provisions of this Agreement. In such a case, the Contracting Parties shall be entitled to request that a valid, legal, enforceable, and practicable replacement provision be negotiated which fulfils the purpose of the original provision.

2. The Beneficiary/Beneficiaries shall not be entitled to act or to make legally binding declarations on behalf of the Treasurer or any other TRACE consortium partner, and nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Contracting Parties or between the Beneficiary/Beneficiaries and any TRACE consortium partner.

3. No rights or obligations of the Beneficiary/Beneficiaries arising from this Agreement may be assigned or transferred, in whole or in part, and no obligations of the Beneficiary/Beneficiaries may be subcontracted, without the Treasurer's prior formal written approval; and such approval shall not exempt the Beneficiary/Beneficiaries from any of its obligations hereunder.

4. Although (with exception to the Treasurer) the TRACE consortium partners and their affiliated entities are not Contracting Parties to this Agreement, they are intended by the Contracting Parties to be third party beneficiaries under this Agreement and accordingly shall be entitled to enforce the terms of this Agreement against the Beneficiary/Beneficiaries and (without limitation) shall be entitled to the benefit from, and to enforce any exclusion of limitation of liability of the TRACE consortium partners

contained in this Agreement and any indemnity in favour of the TRACE consortium partners contained in this Agreement.

5. Amendments and modifications to the text of this Agreement require a separate written agreement to be signed between all Parties.
6. This Agreement is drawn up in English language which shall govern all documents, notices, meetings, and processes relative thereto.

Article 13 - Ethics

1. The Beneficiary/Beneficiaries must implement the project line with the highest ethical standards and the applicable EU, international and national law on ethical principles.

Article 14 - Applicable Law

1. This Agreement shall be construed in accordance with and governed by the laws of Ireland.

Article 15 - Settlement of disputes

1. If the Contracting Parties are unable to resolve a dispute amicably, such dispute will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators in Ireland.
2. Nothing in this Agreement shall limit the Contracting Parties right to seek injunctive relief or to enforce an arbitration award in any applicable competent court of law.

TEMPLATE

AS WITNESS:

The Contracting Parties have caused this Agreement to be duly signed by the undersigned authorised representatives:

For **F6S Network Ireland Limited** *TRACE Treasurer on behalf of the TRACE project* **Nuno Varandas** Director Done in [Town/city, as on pg. 1] Date: _____ *Signature*	
For **Lead Beneficiary** (*%Sub-grant ProjectAcronym%* Lead Beneficiary) **Name of representative, as on first page** Position Done in [Town/city, as on pg. 1/2] Date: _____ *Signature*	For **Second Beneficiary** (*%Sub-grant ProjectAcronym%* Lead Beneficiary) **Name of representative, as on first page** Position Done in [Town/city, as on pg. 1/2] Date: _____ *Signature*

TEMPLATE

COMPLEMENTARY ANNEXES

The following annexes are an integral part of this Agreement:

- Annex 1 - Guide for Applicants
- Annex 2 - Technical Proposal
- Annex 4 - Declaration of Honour [if applicable]
- Annex 5 - Consortium Declaration of Honour [if applicable]
- Annex 6 - SME Declaration [if applicable]

TEMPLATE