



## **Circular and Dynamic Manufacturing Supply Chain Orchestration and Optimisation**

### **Annex IV - Sub-grant agreement Template**



**Funded by  
the European Union**

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## Contracting parties

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

### *On the one part,*

SOCIAL OPEN AND INCLUSIVE INNOVATION ASTIKI MI KERDOSKOPIKI ETAIREIA (INCL), PIC 888901890, having its registered office in 5 MANIS STREET, PENTELI 152 36, Greece, bearing the VAT registration number EL 996697776, Partner of the **CIRCULOOS** project;

Hereinafter referred to as the "CIRCULOOS Cascade Funding Partner",

### *and, on the other part,*

#### **OPTION 1 - consortium**

[OFFICIAL NAME OF THE SELECTED THIRD PARTY 1 (Acronym)], Project Manager and Authorized representative of the consortium,

VAT Number: [VAT]

Legal Status: [XXX]

PIC Number: [PIC NUMBER]

Name of the legal signatory: [Name]

Legal office address: [ADDRESS and COUNTRY]

[OFFICIAL NAME OF THE SELECTED THIRD PARTY 2 (Acronym)],

VAT Number: [VAT]

Legal Status: [XXX]

PIC Number: [PIC NUMBER]

Name of the legal signatory: [Name]

Legal office address: [ADDRESS and COUNTRY]

[OFFICIAL NAME OF THE SELECTED THIRD PARTY 3 (Acronym)],

VAT Number: [VAT]

Legal Status: [XXX]

PIC Number: [PIC NUMBER]

Name of the legal signatory: [Name]

Legal office address: [ADDRESS and COUNTRY]

[OFFICIAL NAME OF THE SELECTED THIRD PARTY 4 (Acronym)],

VAT Number: [VAT]

Legal Status: [XXX]

PIC Number: [PIC NUMBER]

Name of the legal signatory: [Name]

Legal office address: [ADDRESS and COUNTRY]

Hereinafter collectively referred to as the “Third party Beneficiaries,

### **OPTION 2 - individual/SME**

\_\_\_\_\_ [Organisation name/ individual name] established in \_\_\_\_\_, [Full official address], VAT number \_\_\_\_\_, represented for the purposes of signing the Agreement by \_\_\_\_\_ [Name of legal representative],

Hereinafter referred to as the “Third party 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 provision**

The grant is awarded to \_\_\_\_\_, selected in the framework of the CIRCULOOS Open Call X, hereinafter the “CIRCULOOS project”.

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.

Whereas the CIRCULOOS Beneficiaries entered into a Grant Agreement N° 101092295 with the European Commission (the “**Grant Agreement**” or “GA”) and signed together in 2023 a Consortium Agreement with respect to the CIRCULOOS Project (the “**Consortium Agreement**” or “CA”).

Whereas the CIRCULOOS Project involves financial support to selected third parties through a cascade funding scheme (hereinafter “**Cascade Funding**”).

Whereas further to an open call for specific research as described in Annex IV “**CIRCULOOS Sub-grant agreement**”, the Selected Third Party has been selected to implement such research.

Whereas the Selected Third Party will be in charge of the implementation of such research with also the participation of the CIRCULOOS Beneficiaries identified in Annex IV Sub-grant agreement.

Whereas the CIRCULOOS Cascade Funding Partner is willing to provide technical and financial support to the Selected Third Party for the implementation of such Research and the Selected Third Party is willing to receive such funding under the terms and conditions of this Agreement.

Whereas in accordance with the Grant Agreement and the Consortium Agreement, the CIRCULOOS Cascade Funding Partner shall sign an agreement with the Selected Third Party compliant with the GA and CA, after validation by the other Participating Partners.

Whereas the CIRCULOOS Cascade Funding Partner is responsible for the execution of this Agreement with the Selected Third Party and for the monitoring of the Research.

Now therefore it has been agreed as follows:

## **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**

1. This Agreement will automatically terminate at the date mentioned in Article 1.3.
2. Either Contracting Party can terminate the Agreement by giving 30 consecutive days' written notice.
3. Termination has no effect on the provisions that normally continue to apply after the end of the Programme and duration of the Agreement.
4. The Coordinator will be entitled to terminate the Agreement by written notice with immediate effect if the **Beneficiary/Beneficiaries** do not fulfil their obligations. In this case, the provisions of Article 3 shall prevail.
5. **\*OPTION A: programme divided into stages:** In case of termination by the **Beneficiary/Beneficiaries**, no additional payments will be made beyond the last concluded 'Stage', regardless of subsequent work carried out.
6. **\*OPTION B: programme foresees pre-financing:** In case pre-financing has been made and there is termination by the **Beneficiary/Beneficiaries**, no additional payments will be made beyond the last concluded 'Stage'. Any subsequent work carried out before termination will be evaluated on an individual basis. The CIRCULOOS cascade funding partner may request the refund of the pre-financing amount.
7. On termination of the Contract, the Contractor may cooperate with another Beneficiary to carry out or finish the work. It may claim by the Beneficiary all extra costs incurred, while doing this, without prejudice to any other right or guarantees it may have under the Agreement.

### **1.3. Duration and starting date of awarded the project**

1. The effective starting date of the awarded [REDACTED] is September 2025.
2. The end date of the awarded [REDACTED] is September 2026
3. The [REDACTED], will be implemented for 12 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 CIRCULOOS Cascade Funding Partner without delay and immediately take all the necessary steps to rectify this situation.

### **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 CIRCULOOS Cascade Funding Partner 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 CIRCULOOS Cascade Funding Partner will give written notice requiring that such a breach be remedied within 30 consecutive days. In case the Beneficiary has not introduced remedies addressing the notice, the CIRCULOOS Cascade Funding Partner may decide to terminate the contract unilaterally. In case the Beneficiary introduces remedies that are approved by the CIRCULOOS Cascade Funding Partner, 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 sixty thousand Euros (€60.000) per entity, and two hundred forty thousand Euros (€240.000) per consortium (For Open Call 2) and will be paid in separate stages.

### **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 CIRCULOOS Cascade Funding Partner 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 euros. Banking and transaction costs related to the handling of any financial resources will be covered by the **Beneficiary/Beneficiaries**.
4. Payments will be released no later than thirty (30) calendar days after the notification that the work associated with a particular Stage has been approved. 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 the Annex I - CIRCULOOS - OC2 & OC3.1 Guidelines for Applicants.

### **4.3 Project implementation**

1. The **Beneficiary/Beneficiaries** will implement the awarded project in accordance with the provisions set out in Annex I - CIRCULOOS - OC2 & OC3.1 Guidelines for Applicants.
2. The awarded project must submit the required reports corresponding to each Stage within the dates specified in Annex I - CIRCULOOS - OC2 & OC3.1 Guidelines 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 Stage. The objective of the review is to present the implemented Stage and provide answers to questions from the mentors/coaches and/or CIRCULOOS 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 CIRCULOOS Cascade Funding Partner may agree to a resubmission of a report and respective reassessment. If significant improvements are not delivered after the reassessment and 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 CIRCULOOS funding programme

Phase/ stage	Date	Requirements	Amount (%)
Prefinancing	September	Sub-grant agreement must be fully signed by both parties	30%
Interim Review	TBD	All deliverables till that Month have to be submitted and approved by CIRCULOOS consortium	30%
Final Review	TBD	All deliverables till that Month have to be submitted and approved by CIRCULOOS consortium	40%

2. The payments will be disbursed once the work related to a specific stage has received positive assessment and approval, based on the report submitted and respective review according to the Article 4.3. **Approval does not mean recognition of compliance, authenticity, completeness or correctness of the content.**
3. The payments will be made to the **Beneficiary/Lead Beneficiary** no later than 30 calendar days, subject to the submission of a **Financial Identification Form (FIF)** and of a **Payment Request Form**. The FIF needs to be accompanied by a proof of ownership of the bank account with the name of the beneficiary (bank account statement or similar document).
4. The payment will be made after receiving of the complete documentation for payment. The CIRCULOOS Cascade Funding Partner may request additional documentation by the Beneficiary/Lead Beneficiary to proceed with the payment.
5. **OPTION:** If the Beneficiary chooses to also send an invoice, the invoice must include the following information: **To be defined by CIRCULOOS Cascade Funding Partner/ Treasurer.**

## **4.5 Records keeping**

1. The **Beneficiary/Beneficiaries** must keep for a period of five (5) years after the termination of the [redacted] 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 digitalised documents are considered originals if they are authorised by the applicable national law. The [redacted] 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 [redacted] project will be done exclusively in the scope of this contract, not being supported or funded by any other EU budget. The Beneficiaries will use the budget to cover activities only related to the awarded [redacted] project.

### **Article 5 - Liability**

#### **5.1 Liability of the Beneficiary**

1. The **Beneficiary/Beneficiaries is/are** fully responsible for the proper implementation of [redacted] and in compliance with this Agreement.
2. Except in case of force majeure (Article 8), the Beneficiaries must compensate the CIRCULOOS Cascade Funding Partner 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 CIRCULOOS 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 CIRCULOOS 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.
5. The **Beneficiary/Beneficiaries** shall bear sole responsibility for ensuring that its act(s) within the framework of this Contract do not infringe third parties' rights.



6. There is no joint liability between the Contracting Parties. For this purpose, the Beneficiaries shall indemnify and hold the CIRCULOOS Cascade Funding Partner any CIRCULOOS consortium partner harmless from and against all repayments, loss, liability, costs, charges, claims or damages which the CIRCULOOS Cascade Funding Partner, Coordinator, any CIRCULOOS consortium partner or the 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 CIRCULOOS consortium regarding any or all the financial support granted under this Contract, the Beneficiaries shall repay the sums in question in the terms and on the date specified by the CIRCULOOS Cascade Funding Partner.
8. The Beneficiary's aggregate liability towards the other Contracting Party and the CIRCULOOS consortium partners collectively shall be limited to the Beneficiary's 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 CIRCULOOS Cascade Funding Partner, Coordinator or other CIRCULOOS consortium partners be liable to the Beneficiaries for loss or damage caused by the CIRCULOOS Cascade Funding Partner or the CIRCULOOS consortium partners, their employees, agents and subcontractors in connection with this Contract for any of the following, however caused or arising, on any theory of liability, and even if the CIRCULOOS Cascade Funding Partner and/or any other CIRCULOOS 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 CIRCULOOS consortium made available to the Beneficiaries under this Contract, 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 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 CIRCULOOS Cascade Funding Partner, the EC nor the other CIRCULOOS consortium partners shall be liable vis-à-vis the Beneficiaries in case of infringement of proprietary rights of a third party resulting from the Beneficiary's use of the information and material.

- The exclusions and limitations stated in this Article and any other clause of this Contract 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. Such information whether in tangible or intangible form may include, but is not limited to, technical, financial, marketing, staffing and business plans and information, strategic information, market information, proposals, requests for proposals, specifications, drawings, prices, costs, customer information, procedures, proposed products, processes, business systems, software programs, techniques, services and like information provided by the Disclosing Partner.
2. Discloser's Information does not include:
  - a) any information publicly disclosed by the Disclosing Partner
  - b) any information the Disclosing Partner in writing duly authorizes Recipient to disclose without restriction;
  - c) any information Recipient already lawfully knows at the time it is disclosed by Disclosing Partner, without an obligation to keep it confidential;
  - f) any Information that falls within the public domain during the term of this Agreement or thereafter without any breach of the terms of this Agreement.
3. The Recipients hereby undertake for a period of four (4) years after the end of the Research:
  - not to use Confidential Information otherwise than for the purpose for which it was disclosed;
  - not to disclose Confidential Information to any third party (other than to its Affiliated Entities and Subcontractors) without the prior written consent by the Disclosing Partner, wherein the Recipient must ensure that an arrangement is in place prior to such disclosure that subjects the Affiliated Entities and/or Subcontractors to provisions at least as strict as provided in this Section 10;
  - to ensure that internal distribution of Confidential Information by a Recipient, its Affiliated Entities, Subcontractors shall take place on a strict need-to-know basis; and
  - to return to the Disclosing Partner, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for

the proof of on-going obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

4. The recipients shall be responsible for the fulfilment of the above obligations on the part of their employees, its Affiliated Entities or third parties involved in the Project having access to Confidential Information pursuant to this Section and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.
5. The CIRCULOOS Cascade Funding Partner may disclose confidential Information to the EC and/or the other CIRCULOOS consortium partners if:
  - This is necessary to implement the GA or safeguard the EU's financial interests.
  - The recipients have been advised of the confidential and proprietary nature of such Information
  - The recipients of the information are bound by an obligation of confidentiality.
6. 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 have been advised of the confidential and proprietary nature of such Information
  - The recipients of the information are bound by an obligation of confidentiality.
7. The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.
8. Each Party shall promptly advise the other Party or the concerned CIRCULOOS Beneficiary in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.
9. Recipient acknowledges and agrees that any breach or threatened breach of this clause is likely to cause to Disclosing Partner irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Disclosing Partner is entitled to receive all the remedies or prevent any breach or threatened breach of this clause. Such remedy is not the exclusive remedy for any breach or threatened breach of this clause, but is in addition to all other rights and remedies available at law.

## Article 7 - Intellectual property rights

1. The **Beneficiary/Beneficiaries** acknowledge(s) that all technologies, infrastructure and similar of the CIRCULOOS consortium partners are proprietary and owned by the respective partner or applicable third party.
2. Results are owned by the Party or by the CIRCULOOS Beneficiary that generates them.

3. Nothing in this Contract shall transfer to the 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 CIRCULOOS partner, unless a specific agreement is established.
4. 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 CIRCULOOS 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 Contract, 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 not able to overcome the consequences of Force Majeure within thirty calendar (30) days after such notification, the CIRCULOOS Cascade Funding Partner will decide accordingly, including the termination of the Contract.

## 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), 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, CIRCULOOS logo and include following disclaimer:

*"The **[sub-project acronym]** project has received funding from EC through the CIRCULOOS Grant Agreement N° 101092295.*

*"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 European Commission. Neither the European Union nor the granting authority can be held responsible for them."*

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 Coordinator, CIRCULOOS Cascade Funding Partner, the CIRCULOOS 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 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 beneficiaries (including in electronic form).
5. The 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 CIRCULOOS Cascade Funding Partner on behalf of the Beneficiaries, the EC may agree to forego such publicity if the disclosure of the information indicated above would risk compromising the Beneficiary's 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 contract are:

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

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 CIRCULOOS Cascade Funding Partner. The address list shall be made accessible to all parties concerned.
4. 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 beneficiaries 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 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 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 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 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 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 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 CIRCULOOS Cascade Funding Partner and any other CIRCULOOS consortium partners are appointed as data processors, parties shall enter into appropriate data processing agreements as required by the GDPR.
3. The Beneficiary acknowledges that the CIRCULOOS Cascade Funding Partner and any other CIRCULOOS consortium partners, if appointed as data processors, are not responsible for the Beneficiary's compliance with any data protection or privacy law applicable to the Beneficiary. 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 13 - Miscellaneous**

1. Should any provision of this Contract be or become invalid, illegal, or unenforceable, it shall not affect the validity of the remaining provisions of this Contract. 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 Beneficiaries shall not be entitled to act or to make legally binding declarations on behalf of the CIRCULOOS Cascade Funding Partner, Coordinator or any other CIRCULOOS consortium partner, and nothing in this Contract 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 Beneficiaries and any CIRCULOOS consortium partner.
3. No rights or obligations of the Beneficiaries arising from this Contract may be assigned or transferred, in whole or in part, and no obligations of the Beneficiaries may be subcontracted, without the CIRCULOOS Cascade Funding Partner's prior formal written approval; and such approval shall not exempt the Beneficiaries from any of its obligations hereunder.
4. Although (with exception to the CIRCULOOS Cascade Funding Partner) the CIRCULOOS consortium partners and their affiliated entities are not Contracting Parties to this Contract, they are intended by the Contracting Parties to be third party beneficiaries under this



Contract and accordingly shall be entitled to enforce the terms of this Contract against the Beneficiaries and (without limitation) shall be entitled to the benefit from, and to enforce any exclusion of limitation of liability of the CIRCULOOS consortium partners contained in this Contract and any indemnity in favour of the CIRCULOOS consortium partners contained in this Contract.

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

## Article 14 - 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 15 - Applicable Law

1. This Contract shall be construed in accordance with and governed by the laws of Greece.

## Article 16 - Settlement of disputes

1. If the Contracting Parties are unable to resolve a dispute amicably, such dispute will be finally will be brought to the Court of Athens, Greece.
2. Nothing in this Contract shall limit the Contracting Parties right to seek injunctive relief or to enforce an arbitration award in any applicable competent court of law.

### AS WITNESS:

The Contracting Parties have caused this Contract to be duly signed by the undersigned authorised representatives the day and year written below:

<p>For CIRCULOOS CASCADE FUNDING PARTNER</p> <p>(CIRCULOOS Cascade Funding Partner)</p> <p><b>Name of representative, as on first page</b></p> <p><b>Position</b></p> <p><i>Signature</i></p>	<p>For <b>Selected Third Party (Authorized representative in case of Team/Consortium):</b></p> <p>(Project acronym <b>Selected Third Party (Authorized representative in case of Team/Consortium):</b> )</p> <p><b>Full Name</b></p> <p>Position in organisation</p>
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	<i>Signature</i>
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## COMPLEMENTARY ANNEXES

- **Annex I - CIRCULOOS - OC2 & OC3.1 Guidelines for Applicants**
- **Annex II – Application Form for Open Call 2 (OC2)**, to be filled and submitted on F6S.
- **Annex III – Application Form for Open Call 3.1 (OC3.1)**, to be filled and submitted on F6S.
- **Annex IV – Sub-Grant Agreement (SGA)** template, outlining the contractual obligations for selected beneficiaries (this document).
- **Annex V – Bank Account Information Form**, required for financial transactions.
- **Annex VI – Consortium Declaration of Honour**, to be signed by all OC2 consortium members.
- **Annex VII – Declaration of Honour for OC3.1**, to be signed by selected OC3.1 applicants.
- **Annex VIII – SME Declaration**, assessing the SME status of applicants.