



**Addressing food safety challenges in the African
informal sector through innovative strategies & use
cases**

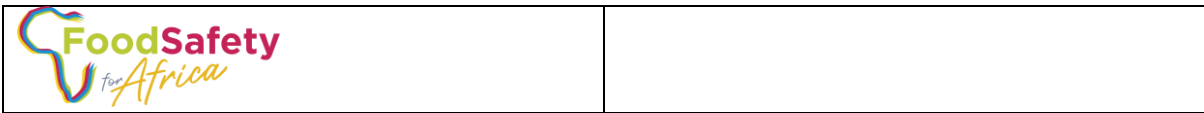
**Open Call 2 (OC2) addressed to innovation
hubs**

**Annex 9
Model Sub-grant Agreement
(Indicative template, applicable only at the contracting stage)**



**Funded by
the European Union**

foodsafety4africa.eu



Today, xx 202x,

Contracting parties

INTERNATIONAL INSTITUTE OF TROPICAL AGRICULTURE (IITA), located at in IDI-OSE OYO ROAD, IBADAN 200001, Nigeria represented for the purpose of signing the Sub-grant Agreement by Dr. Tahirou Abdoulaye, Deputy Director General, Partnerships for Delivery and Scaling (a.i), legal representative of IITA, as Coordinator of the FS4Africa consortium

Hereinafter referred as the “**Coordinator**”

and

REFRAME FOOD ASTIKI MI KERDOSKOPIKI ETAIRIA (RFF), LEONTOS SOFOU 20, po box: 570 01, THERMI THESSALONIKI Greece, VAT 997017380, represented for the purpose of signing the Sub-grant Agreement by Manager, Grigorios Chatzikostas, legal representative of RFF

Hereinafter referred as the “**Open Call Manager/Treasurer**”

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....., established in,VATrepresented by for the purpose of signing the Sub-grant Agreement

Hereinafter referred as the “**Subgrantee**”

Hereinafter collectively referred as the “Contracting Parties”

HAVE AGREED to the following terms and conditions including those in the FS4Africa Open Call 2 Annexes, as well as the submitted proposal and OC budget which form an integral part of this FS4Africa Sub-grant Agreement for Open Call 2 (OC2) addressed to innovation hubs, (hereinafter referred as the “Contract”).

General provisions

The European Commission (hereinafter referred as the “EC”) and the Coordinator of the FS4Africa consortium, have signed the Grant Agreement no 101136916 for the implementation of the project: Food Safety for Africa (Acronym: FS4Africa) within the framework of the Programme HORIZON-CL6-2023-FARM2FORK-01-20.

The Subgrantee has received the favourable resolution by the evaluators and therefore is entitled to receive funding and support according to the terms and conditions set out under this Sub-grant Agreement and in accordance with the FS4Africa Open Call 2 Applicants’ Guide.

This Contract aims at defining the framework of rights and obligations of the Contracting Parties.

The funding received by the Subgrantee is the property of the EC. The Coordinator and the Open Call Manager/ Treasurer are mere holders and managers of the funds.

Article 1 - Entry into force and Termination of the contract

1.1 Entry into force

This contract shall enter into force on **Monday, 01/02/2027**, subject to its signature by the last contracting party, the Coordinator/ Treasurer.

The Open Call Manager/ Treasurer shall sign this contract, only after the following documents have been received and checked:

- Copy of ID-card or Passport of legal representative(s) of the Sub-grantee's organisation
- Copy of Company Register, Official Gazette or other official document per country showing the name of the organisation, the legal address and registration number
- Proof of VAT registration: a copy of a document proving VAT registration (in case having VAT number is not mandatory according to the national legislation of the applicant's country, a registration number from the respective national authority (National business registry, Commercial court or similar) must be provided).
- Legal proof that the Sub-grantee's organisation is not under liquidation or has filed for bankruptcy. If a formal "no liquidation/no bankruptcy" certificate is not mandatory in your country, an official statement or declaration confirming this (together with a translated extract in English) must be provided alongside an official letter in English confirming that the Sub-grantee is neither under liquidation nor in bankruptcy signed and stamped by your legal representative.
- Bank Account Information (Annex 8): The account where the funds will be transferred will be indicated via a form signed by the legal representative and the bank representative. **The account should be a business bank account of each beneficiary.** The financial information should not be older than three months.

All documents required for the execution of this Agreement shall be transmitted electronically via email to the following address: fs4africa@opencalls.fund.

The Subgrantee shall ensure that the signed and scanned versions of the Sub-grant Agreement and all required documents are complete, legible and duly signed by authorised representatives.

The Open Call Manager/ Treasurer and the Coordinator may also opt to use a recognised digital signature platform (e.g., Validated ID, Adobe Sign, DocuSign or equivalent).

All Contracting parties must sign the contract no later than **29/01/2027**.

The Subgrantee is solely responsible for the accuracy of all data provided to the FS4Africa consortium.

The fully executed version of the Agreement, bearing all electronic or scanned signatures, shall constitute the official original and will be archived electronically by the Open Call Manager/Treasurer.

1.2 Contract termination

This contract terminates in the event of unjustified withdrawal by the Subgrantee of the current fulfilment of its Contract obligations. “Unjustified withdrawal” covers any situation out of “Force Majeure” qualification which determines the absence of performance of the Subgrantee’s contractual obligations. In this particular case, it entitles the FS4Africa consortium the right to claim the Subgrantee the full refund of all payments made to the Subgrantee up to date.

Article 2 - Obligations and Responsibilities of the Subgrantee

The obligations and responsibilities of the Subgrantee are defined in detail in the FS4Africa Open Call 2 Applicants’ Guide. The main obligations and responsibilities of the subgrantees are, but not limited to:

- Subgrantees are expected to implement a structured programme consisting of at least six (6) training–mentoring activities during the implementation period.
- The required activities must include:
 - A. Support to Open Call 1 (OC1) Beneficiaries
 - Subgrantees must deliver at least two (2) training activities to support at least two (2) distinct Open Call 1 beneficiaries i.e. sub-projects (minimum two trainings in total, joint or dedicated sessions permitted). The two activities must involve at least two different OC1 sub-projects (i.e. not both activities mapped to the same OC1 beneficiary). The content should be tailored to the needs of the supported OC1 sub-projects and aligned with the relevant food safety challenges.
 - B. Support to FS4Africa Use Cases
 - Subgrantees must deliver at least four (4) training–mentoring activities targeting actors involved in one or more FS4Africa Use Cases in collaboration with other OC2 projects. Following selection, Open Call 2 sub-projects will coordinate among themselves, with support from the FS4Africa Executive Board (WP Leaders) and the Open Call team, through structured information exchange and alignment meetings to ensure balanced thematic coverage across all four FS4Africa Use Cases. Collaboration among OC2 sub-projects implies structured coordination of thematic focus, training design, delivery schedules, or mentoring approaches to ensure complementarity, avoid duplication, and maximise collective coverage of FS4Africa Use Cases.

Training–mentoring activities may take the form of online courses, webinars, interactive workshops, mentoring clinics, or other structured capacity-building formats. Joint or co-organised activities between OC2 sub-projects are optional but encouraged. Where such joint activities are implemented, they may count towards the minimum number (at least four) of required training–mentoring activities for each participating sub-project, provided that each sub-project’s role and contribution are clearly defined.

- The support will focus (indicatively) on:

- Refining value propositions and identifying target markets in African and European food systems;
 - Strengthening business models, revenue streams, and financial sustainability beyond grant funding;
 - Promoting social innovation approaches, including community engagement, gender inclusion, and local embedding;
 - Identifying feasible upscaling and replication pathways;
 - Enhancing market access, regulatory awareness, and ecosystem integration;
 - Developing impact measurement and investment-readiness strategies.
- The sub-project activities must consist of original work by the Subgrantees, and their anticipated developments do not infringe upon any third-party rights. Any disputes or legal challenges stemming from third-party claims resulting from the sub-granted projects are the sole responsibility of the applicant. The FS4Africa consortium is not responsible for verifying the ownership of the proposed activities.
 - Sub-projects must adopt a multi-actor approach as a guiding principle, actively engaging a wide range of food system actors and relevant stakeholders (including women and the diaspora) in the design and delivery of training–mentoring activities. This approach should support co-creation, knowledge exchange, and capacity building, facilitating the scaling and uptake of realistic solutions aimed at enhancing food safety, particularly in the informal food sector.
 - Subgrantees will deliver their training in English. All applications, deliverables, reports, and communications with the FS4Africa Open Call team are required to be submitted in English.
 - Subprojects will be launched in February 2027, with an implementation period of 8 months (until September 2027).
 - In subprojects, payments are deliverable based, meaning that the sub-grantees have to deliver a specific report after the end of each phase in order to receive the payment (no prefinancing is foreseen).
 - Subgrantees will have to submit three deliverables (1. Training Activity plan, 2. Training Delivery Report, 3. Final Report of the training activities) during the sub-project implementation. In these deliverables the beneficiaries will report any ethics measures in a dedicated chapter. The deliverables will be reviewed by the Advisory Board of the Open Call, while the appointed Ethics Advisor will examine and assess the ethics measures if needed.
 - Subgrantees must provide any notices in writing to the FS4Africa consortium.
 - Subgrantees must notify the FS4Africa Coordinator and Open Call Manager/Treasurer immediately of any change of persons or contact details. The address list shall be accessible to all concerned.
 - Subgrantees must notify the FS4Africa Coordinator and Open Call Manager’s/Treasurer about the dissemination activities that they plan to organise or participate in.
 - Subgrantees must formally notify the FS4Africa consortium 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 FS4Africa consortium may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

- The Subgrantee shall keep all sub-project deliverables and the originals or, in exceptional cases, duly authenticated copies – including electronic copies – of all documents relating to the sub-project contract for up to three years from the end of the project.
- During implementation of the sub-project and for at least five years after the final payment of the sub-project, the subgrantees must keep confidential any data, documents or other material (in any form) that is identified as confidential at subcontract signing time ('confidential information').
- The Subgrantees must promote the sub-projects, the FS4Africa project and its results, by providing the description of their project upon request from the FS4Africa Consortium and highlighting the financial support of the EC.
- Subgrantees must collaborate with the FS4Africa consortium and adjust its operations according to the FS4Africa consortium guidance.

During Phase 1 – Design, the Subgrantee shall ensure that the sub-project's work plan and activities are aligned with, and duly take into account, the remarks and recommendations provided by the external evaluators in the Evaluation Summary Report (ESR). The Subgrantee commits to integrating the relevant ESR remarks into the Activity Plan deliverable, by providing clear and reasoned justification of such alignment (i.e., how the remarks are reflected in the proposed implementation). The assessment of the adequacy of this integration shall be carried out by the Advisory Board as part of the Activity Plan review. Failure to adequately address the ESR remarks, may be considered a breach of obligations under this Agreement.

In order to receive the funding from the FS4Africa consortium and the payment calendar tied to milestones approach for the 8-month implementation period, the Subgrantee must submit to the Coordinator and Open Call Manager/Treasurer the relevant deliverables:

- a) Training Activity Plan by M1 (Payment of 20% of the total fund),
- b) Training Delivery Report by M6 (Payment of 50% of the total fund),
- c) Final Report of the training activities by M8 (Payment of the final 30% of the total fund).

All deliverables will be reviewed by the FS4Africa OC Advisory Board (AB). Upon final acceptance of the deliverables, the Open Call Manager / Treasurer will proceed with the payments.

Upon final acceptance of their deliverables by the FS4Africa OC Advisory Board, the Subgrantee must send the Request for Payment and a Certificate of Tax Residence to the Treasurer in order to receive the funding.

During the implementation of the sub-project and for five years after the end of the sub-project, the parties must maintain confidentiality for any data, documents or other material (in any form) identified as confidential at the subcontract signing time ('confidential information'). If a beneficiary makes a request for a longer period of data protection and confidentiality, the Commission and the FS4Africa consortium may agree to keep such information confidential for an additional period beyond the initial five years. This will be explicitly stated in the current sub-contract.

If additional information is identified as confidential during the project's execution or through verbal communication, it must be accepted by the coordinator and confirmed in writing within 15 days of its disclosure. Unless otherwise agreed between the parties, they may only use confidential information to implement the Agreement.

FS4Africa Open Call 2 Implementation Dates (M1 starts on 01/02/2027):

Step	Start	Completed
Open Call Project implementation	M1 (February 2027)	M8 (September 2027)
Project Implementation Phase 1 - Design	M1	M1
Project Implementation Phase 2 - Development	M2	M6
Project Implementation Phase 3 - Validation	M7	M8

Article 3 – Breach of Contractual obligations

In the event of the breach of the contractual obligations by the Subgrantee, the FS4Africa consortium reserves the right to claim the full refund of all payments made to the Subgrantee up to date. The breach of the contractual obligations by the Subgrantee shall be determined by the FS4Africa Consortium. The provision of false or misleading declarations by the Subgrantee or any unsolved situation of conflict of interest constitute a non-exhaustive example of a breach of contractual obligations by the Subgrantee.

Article 4 - Financial contribution and financial provisions

4.1 Maximum financial contribution

The maximum financial contribution to be granted by the FS4Africa consortium to the Subgrantee shall not exceed the budget requested by the Subgrantee in the submitted proposal, which can be at max **€40,000** in total. This financial contribution will be given in three instalments.

4.2 Distribution of financial contribution

The financial contribution to be granted to the Subgrantee shall be distributed in accordance with the Open Call Applicants' Guide.

In any case, the financial grant to be paid will always be subject to:

- Reception of the relevant deliverable(s),
- A favourable resolution by the Open Call Manager responsible for assessing the subproject execution, namely the acceptance of deliverable(s),
- Reception of the Request for Payment and Certificate of Tax Residence (in scanned or digitally signed form via email),
- The Subgrantee's Bank Account (Annex 8) matches the Instructions for payment issued by the bank of the Subgrantee,
- Payments to the Subgrantee will be made by the Treasurer. In particular:
 - The Open Call Manager/ Treasurer reserves the right to withhold the payments in case the Subgrantee does not fulfil its obligations and tasks as per the Open Call Applicants' Guide.
 - Banking and transaction costs charged by any of the banks related to the handling of any financial resources made available to the Subgrantee by the Open Call Manager/Treasurer shall be covered by the holder of the bank account which originated the cost. This means that the Open Call Manager/Treasurer bears the cost of transfers charged by their bank and the Subgrantee bears the costs of transfers charged by the bank of the Subgrantee.
- Payments will be released by the Open Call Treasurer no later than ten working days after the notification by the Open Call Manager that the deliverables have been accepted.
- The Subgrantee is responsible for complying with any tax and legal obligations that might be attached to this financial contribution.

4.3 Payment schedule

The payment schedule is directly linked to the relevant stage of the Subgrantee's subproject as per the Open Call Applicants' Guide. Payments will be done to each sub-grantee directly from the Open Call Manager/Treasurer. All payments will be conditional upon the Advisory Board's acceptance of specific deliverables, distributed across the three phases.

Article 5 – Liability of the Subgrantee

Neither the Coordinator, nor the Open Call Manager /Treasurer, nor the EC shall be held liable for any acts or omissions of the Subgrantee in relation to this Contract. At the same time, the Subgrantee is responsible for any act or omission that causes damage to the Coordinator, the Open Call Manager/Treasurer, and/or the EC in relation to this Contract. The Subgrantee is also solely responsible for any damages that might come to third parties as a result of the Subgrantee's activities.

The Subgrantee shall bear sole responsibility for ensuring that their acts within the framework of this Contract do not infringe third parties' rights. There is no joint liability between the Contracting Parties.

Article 6 – Confidentiality

With respect to all information of whatever nature or form as is disclosed between the Contracting Parties in connection with the subproject and identified in writing as confidential, the terms of this Article shall apply.

The Contracting Parties agree that such information is communicated on a confidential basis and its disclosure may be prejudicial to the owner of information.

Article 7 – Force Majeure

“Force Majeure” shall mean, 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 attributed to error or negligence on their part, and which proves to be inevitable in spite of exercising all due diligence.

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.

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.

No contracting party shall be considered to be in breach of its obligations and tasks if such breach is caused by Force Majeure. A Contracting Party will notify the other Contracting Parties of any Force Majeure as soon as possible. In case the Subgrantee is not able to overcome the consequences of Force Majeure within 10 (ten) days after such notification, the FS4Africa consortium will decide accordingly, including the termination of the Contract.

Article 8 – Information and communication

The Subgrantees must promote the subproject, the FS4Africa project and its results, by providing the description of their project upon request from the FS4Africa Consortium and highlight the financial support of the EC.

Unless the European Commission or the FS4Africa Coordinator requests or agrees otherwise or unless it is impossible, any communication activity related to the action (including in electronic form, via social media, etc.), any publicity, including at a conference or seminar or any type of information or promotional material (brochure, leaflet, poster, presentation etc.), and any infrastructure, equipment and major results funded under the sub-project must:

- a) acknowledge EU support and display the European flag (emblem) and funding statement,
- b) display the FS4Africa logo,
- c) include the Open Call funding statement: “This sub-project has received funding from the European Union’s Horizon Europe research and innovation programme under the FS4Africa project (Grant Agreement No. 101136916)”,

d) include the following clarification: “This sub-project is supported through the FS4Africa Open Call, funded by the European Union’s Horizon Europe programme, and does not constitute direct funding from the European Union”,

e) include the standard disclaimer: 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 Research Executive Agency. Neither the European Union nor the granting authority can be held responsible for them.

When displayed in association with a logo, the European emblem should be given appropriate prominence. This obligation to use the European emblem in respect of projects to which the EC contributes implies no right of exclusive use. It is subject to general third-party use restrictions which do not permit the appropriation of the emblem, or of any similar trademark or logo, whether by registration or by any other means. Under these conditions, the Subgrantee is exempted from the obligation to obtain prior permission from the EC to use the emblem. Further detailed information on the EU emblem can be found on the Europa web page.

Any publicity made by the Subgrantee in respect of the subproject, in whatever form and on or by whatever medium, must specify that it reflects only the author’s views and that the EC or FS4Africa project is not liable for any use that may be made of the information contained therein.

The EC and the FS4Africa consortium shall be authorised to publish, in whatever form and on or by whatever medium, the following information:

- the legal name of the Subgrantee,
- contact address of the Subgrantee,
- the general purpose of the subproject,
- the amount of the financial contribution foreseen for the subproject; after the final payment, and the amount of the financial contribution actually received,
- the geographic location of the activities carried out,
- the list of dissemination activities and/or of patent (applications) relating to foreground,
- the details/references and the abstracts of scientific publications relating to foreground and, if funded within the subproject, the published version or the final manuscript accepted for publication,
- the publishable reports submitted to FS4Africa,
- any picture or any audio-visual or web material provided to the EC and FS4Africa in the framework of the subproject.

The Subgrantee shall ensure that all necessary authorisations for such publication have been obtained and that the publication of the information by the EC and/or FS4Africa consortium does not infringe any rights of third parties.

Upon a duly substantiated request by the subproject representative, the FS4Africa consortium, if such permission is provided by the EC, may agree to forego such publicity if disclosure of the information indicated above would risk compromising the Subgrantee’s security, academic or commercial interests.

Any publicity made by the Subgrantee in respect of the subproject accepted by the FS4Africa consortium, in whatever form and on or by whatever medium, must specify that it reflects only the author's views and that the Project Coordinator, FS4Africa consortium or EC are not liable for any use that may be made of the information contained therein.

Article 9 – Data protection

9.1 Data protection obligation

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 with regard to the processing of personal data and on the free movement of such data.

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.

The Subgrantee might use and process the data only for the purposes of this Contract and during the length of the Contract. Any unauthorised use is forbidden. In any event, neither the FS4Africa Project coordinator nor the Open Call Manager/Treasurer will be held responsible for any abusive use of data incurred by the Subgrantee.

The Subgrantee is required to ensure the appropriate and confidential management of any personal or sensitive data related to participants involved in their sub-project activities. In addition, they must take all necessary measures to prevent any form of stigmatisation or unintended negative consequences for participants, including those that may arise from the identification of contamination risks or other sensitive findings.

The Subgrantee shall not try to re-identify anonymised data. If re-identification occurs, the Subgrantee commits not to use such data. The Subgrantee shall delete, at the end of this Contract, the data to which the Subgrantee has been granted access during the incubation process, except where an agreement is entered into with the Data Provider.

9.2 New data produced

The Subgrantee acknowledges that they will be the “data controller” of any new dataset of personal information that the Subgrantee may produce in the course of the FS4Africa project.

Article 10 – Financial audit and controls

The European Commission (EC) may, at any time during the implementation of the Project and up to two years after the end of the FS4Africa project (foreseen for 31 December 2027), arrange for financial audits to be carried out, by external auditors, or by the EC services themselves including in the European Anti-Fraud office (OLAF) and the European Public Prosecutor's office (EPPO), on the Subgrantee. The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the EC. Such audits may cover financial, systemic and other aspects (such as accounting and management principles) relating to the proper execution of the Grant Agreement. They shall be carried out on a confidential basis.

The Subgrantee shall make available directly to the EC all detailed information and data that may be requested by the EC or any representative authorised by it, with a view to verifying that the Grant Agreement is properly managed and performed in accordance with its provisions and that costs have been charged in compliance with it. The information and data must be precise, complete and effective.

The Subgrantee shall keep the originals or, in exceptional cases, duly authenticated copies – including electronic copies – of all documents relating to the Contract until 2030. These shall be made available to the EC when requested during any audit under the Grant Agreement.

In order to carry out these audits, the Subgrantee 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 Subgrantee's offices, to its computer data, to its accounting data and to all the information needed to carry out those audits, including information on individual salaries of persons involved in the subproject. They shall ensure that the information is readily available on the spot at the moment of audit and, if so requested, the data be handed over in an appropriate form.

On the basis of the findings made during the financial audit, a provisional report shall be drawn up. It shall be sent by the EC or its authorised representative to the Subgrantee 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 Subgrantee concerned within two months of expiry of the aforesaid deadline.

On the basis of the conclusions of the audit, 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.

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. In addition, the EC may carry out on-the spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the EC in order to protect the European Communities' financial interests against fraud and other irregularities.

Article 11 – Amendments

Amendments or changes to this Contract shall be made in writing and signed by the duly authorised representative of the Contracting Parties. Nevertheless, in the event the EC modifies the conditions, the FS4Africa Consortium partners will amend the Contract accordingly.

Article 12 – Language

The contract is drawn up in English language, which shall govern all documents, notices, meetings and processes relative thereto.

Article 13 – Applicable law

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

Article 14 – Settlement of disputes

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 Brussels, Belgium.

Each of the Contracting Parties to the dispute shall appoint one (1) arbitrator, and the three (3) arbitrators so appointed shall elect the presiding arbitrator. Should a Party to the dispute, which should appoint an arbitrator, fails to do so within fourteen (14) days of the delivery of the written notice, to do so from the other Party to the dispute or should the appointed arbitrators fail to reach agreement on the presiding arbitrator within fourteen (14) days after their appointment, such arbitrator shall be appointed in accordance with the Rules upon request of any of the Parties to the dispute.

The seat of arbitration shall be Brussels.

The Contracting Parties agree that the language of the arbitration, including oral hearings, written evidence and correspondence, shall be English.

A duly rendered arbitration award shall be final and binding on the Contracting Parties to the dispute. Each Contracting Parties to the arbitration conducted in accordance with this section hereof shall bear its own expenses incurred in connection with such arbitration, including fees of its legal counsels. All other costs and expenses shall be apportioned between the Contracting Parties to the arbitration in accordance with the decision of the arbitrators.

Nothing in this Contract shall limit the Contracting Parties' right to seek injunctive relief or enforce an arbitration award in any applicable competent court of law.

Article 15 – Originality of the sub-granted projects

It is required that applications submitted are based on original works by the applicants and that their foreseen developments are free from third party rights. FS4Africa consortium is not obliged to verify the authenticity of the ownership of the foreseen products/ services. Any issues delivered from third party claims that arise as a result of the sub-granted projects are on the sole responsibility of the applicant.

Article 16 – IPRs

Each subgrantee that generates results owns the attached Intellectual Property Rights (IPRs) generated during the development process and will own results that are not IPRs. Each contractor is responsible for the management and protection of its IPRs and bears the costs associated with this.

The Subgrantees funded within the FS4Africa project will be the unique owners of the technologies created within the framework of their sub-granted projects. Parts of their works will be requested to be public for FS4Africa dissemination purposes.

Article 17 – Do No Significant Harm

Subgrantees must always respect the 'Do No Significant Harm Principle'. This means that the subproject's methodology should be designed in a manner which does not significantly harm

any of the six environmental objectives of the EU Taxonomy Regulation. EU Taxonomy is a science-based classification system for determining whether an (economic) activity can be considered environmentally sustainable. It establishes six environmental objectives (as listed in Article 913 of the EU Taxonomy): → Climate change mitigation → Climate change adaptation → The sustainable use and protection of water and marine resources → The transition to a circular economy → Pollution prevention and control → The protection and restoration of biodiversity and ecosystems. while Article 17 specifies what can constitute a “significant harm” for these objectives. Thus, the regulation provides that no measure should lead to significant harm to any of the six environmental objectives within the meaning of Article 17 of the Taxonomy Regulation.

AS WITNESS:

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

<p>For INTERNATIONAL INSTITUTE OF TROPICAL AGRICULTURE (IITA), the Project Coordinator</p> <p>Dr. Tahirou Abdoulaye Deputy Director General Partnerships for Delivery and Scaling (a.i) Signature</p> <p>Done at _____ on / /2027</p>	<p>For REFRAME FOOD ASTIKI MI KERDOSKOPIKI ETAIRIA (RFF), the Open Call Manager/Treasurer</p> <p>Mr Grigorios Chatzikostas Manager Signature</p> <p>Done at _____ on / /2027</p>
	<p>For, the Legal Representative</p> <p>Signature</p> <p>Done at _____ on / /2027</p>