

UDENE



UDENE OPEN CALL

ANNEX VI – Model Subgrantee Agreement



The project has received funding from the European Union's Horizon Europe Research and Innovation Programme under grant agreement no. 101131190

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Contracting parties



WEglobal SRL, established in Via Bisceglie, 76, 20152 Milano MI, PIC Code: 901234470, represented for the purposes of signing the Agreement by Mustafa Ali TURKER, hereinafter referred as the "Project Coordinator" and Zvezdelina DABI, hereinafter referred as the "Treasurer"

Of the one part,

NAME OF THE BENEFICIARY, SME ORGANIZED UNDER THE LAWS OF BENEFICIARY'S COUNTRY, ESTABLISHED IN ADDRESS, VAT NUMBER, REPRESENTED BY THE LEGAL REPRESENTATIVE OF THE BENEFICIARY

Hereinafter referred as the "Subgrantee"

Hereinafter collectively referred as the "Contracting Parties"

HAVE AGREED to the following terms and conditions including those in the UDENE Open Call Annexes, which form an integral part of this UDENE Subgrantee Agreement (hereinafter referred as the "Contract").

General provisions

The European Commission (hereinafter referred to as the "EC") and the Project Coordinator of the UDENE consortium, have signed the Grant Agreement no 101131190 for the implementation of the project "Urban Development Explorations using Natural Experiments" (Acronym: UDENE) within the framework of the Programme Horizon Europe.

The Subgrantee has received the favorable resolution by the evaluators and therefore is entitled to receive funding and support according to the terms and conditions set out under this Subgrantee Agreement and in accordance with the **Annex II: Open Call Guidelines**. The UDENE partner(s) responsible for the provision of said support in the UDENE project will make themselves available to the Subgrantees.

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 EUSPA.

The Project Coordinator and Treasurer are mere holders and managers of the funds.

Article 1 - Termination of the contract

Entry into force

This contract shall enter into force on 01.05.2023 (tentative date), subject to its signature by the last Contracting Party. The Project Coordinator and Treasurer shall sign this contract, only after the following documents have been received from the Subgrantee:

- The original signed Declaration of Honour (as given in Annex 4 of this Contract)
- Declaration of Conducting Business (as given in Annex 5 of this Contract)
- Copy of ID-card or Passport of legal representative(s) of the SME/freelancer
- Copy of the original Extract of SME/sole entrepreneurship registration
- Proof of VAT registration
- Bank Information Form (as given in Annex 6 of this contract)

All Contracting parties must sign this document no later than 30.04.2023. (tentative date).

Besides the hard copies that will arrive by mail, the Project Coordinator and Treasurer will sign this Subgrantee agreement via Validated ID.

The original documents will be sent to the Project Coordinator for the signature of the legal representative. Afterwards, the Project Coordinator will send these documents to the Treasurer for the signature of the legal representative. The original documents will be archived at the Treasurer's office.

All documents shall be submitted via the link **provided at:** <https://udene.eu/open-fstp-calls/>

Only Contract will be sent via regular email to Project Coordinator and Treasurer and original via regular mail, to the following address: WEGlobal SRL, Via Bisceglie, 76, 20152 Milano MI, Italy.

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

Contract termination

This contract terminates in the event of unjustified withdraw by the Subgrantee of the current fulfilment of its Contract obligations. "Unjustified withdraw" covers any situation out of "Force Majeure" qualification which determines the absence of performance of the Subgrantee contractual obligations.

Article 2 Obligations and Responsibilities of the Subgrantee

The obligations and responsibilities of the Subgrantee are defined in detail in the Annex II - Open Call Guidelines.

In order to receive the funding from the UDENE consortium, the Subgrantee that has been declared the winner of the Open Calls must submit the relevant deliverable/report. Only after they have been given positive feedback

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regarding their deliverable from the UDENE consortium, shall they be entitled to the funding from the UDENE consortium. Upon receiving positive feedback regarding their deliverable, the Subgrantee must send the Request for Payment and a Certificate of Tax Residence to the Treasurer in order to receive the funding.

Additionally, the Subgrantee shall take every necessary precaution to avoid any risk of conflict of interest relating to economic interests, political or national affinities, personal or any other interests liable to influence the impartial and objective performance of the subproject. In case the Subgrantee is involved in a conflict of interest or is in a risk of conflict of interest, the Subgrantee must formally notify this situation to the UDENE Consortium Partners without delay and immediately take all necessary steps to rectify this situation.

Article 3 Breach of Contractual obligations

The breach of the contractual obligations by the Subgrantee shall be determined by the UDENE Consortium. The provision of false or misleading declarations by the Subgrantee or any unsolved situation of conflict of interest constitute an example of a breach of contractual obligations by the Subgrantee. If a breach has been constituted, this contract will be terminated and the payment will be forfeit.

Article 4 Financial contribution and financial provisions

Financial contribution

The maximum financial contribution to be granted by the UDENE consortium to the Subgrantee shall not exceed the amount of Five Thousand Euros (5,000€). This financial contribution will be given as a lump sum.

Distribution of financial contribution

The financial contribution to be granted to the Subgrantee shall be distributed in accordance with the provisions of the Annex II: Open Call Guidelines. In any case, the financial grant to be paid will always be subject to:

- Reception of the relevant deliverable;
- A favorable resolution by the evaluators and UDENE partner responsible for assessing the subproject execution;
- Reception of the Request for Payment and Certificate of Tax Residence (both electronically and in hard copy);
- The Subgrantee's Bank Account (Annex 6) 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 Treasurer reserves the right to withhold the payments in case the Subgrantee does not fulfil its obligations and tasks as per Annex II – Open Call Guidelines;
 - 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 Treasurer shall be covered by the holder of the bank account which originated the cost. This means that the 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 Treasurer no later than ten working days after the notification by the Project Coordinator;
- The Subgrantee is responsible for complying with any tax and legal obligations that might be attached to this financial contribution.

Payment schedule

The payment schedule is directly linked to the relevant stage of the Subgrantee's subproject as per Annex II: Open Call Guidelines.

Article 5 Liability of the Subgrantee

Neither the Project Coordinator, the Treasurer nor the EUSPA can 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 Treasurer, and/or the EUSPA 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 UDENE Consortium will decide accordingly, including the termination of the Contract.

Article 8 Information and communication

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

Unless the European Commission or the UDENE 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 by the grant must:

- display the EU emblem;
- display the UDENE logo and
- include the following text:

For communication activities: “This project has indirectly received funding from the Horizon Europe research and innovation programme under project UDENE (grant agreement No 101131190)”.

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 EUSPA 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 EUSPA 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 EUSPA or UDENE project is not liable for any use that may be made of the information contained therein.

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

- the official 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 UDENE;
- any picture or any audio-visual or web material provided to the EUSPA and UDENE 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 EUSPA and UDENE does not infringe any rights of third parties.

Upon a duly substantiated request by the subproject representative, the UDENE consortium, if such permission is provided by the EUSPA, 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 UDENE 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, UDENE consortium or EC are not liable for any use that may be made of the information contained therein.

UDENE consortium and EC shall be authorized 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 project
- The amount of financial contribution of the EUSPA

The Subgrantee shall ensure that all necessary authorizations for such publication have been obtained and that the publication of the information by the Project Coordinator, UDENE consortium or EC does not infringe any rights of third parties.

Upon a duly substantiated request by the Project Coordinator on the behalf of the Subgrantee, the EUSPA may agree to forego such publicity if disclosure of the information indicated above would risk compromising the Subgrantee's security, academic or commercial interests.

Article 9 Data protection

Data protection obligations

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 specified purposes and adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed.

The Subgrantee will 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 Coordinator nor the Treasurer will be held responsible for any abusive use of data incurred into by the Subgrantee.

The Subgrantee shall not try to re-identify anonymised data. In the event that 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.

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 UDENE project.

Article 10 Financial audit and controls

The EC may, at any time during the implementation of the Project and up to five years after the end of the UDENE project (foreseen for 30 June 2024), arrange for financial audits to be carried out, by external auditors, or by the EUSPA services themselves including in the European Anti-Fraud office (OLAF), on the Subgrantee. The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the EUSPA. 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 EUSPA all detailed information and data that may be requested by the EUSPA 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 2029. These shall be made available to the EUSPA where requested during any audit under the Grant Agreement.

In order to carry out these audits, the Subgrantee shall ensure that the EUSPA'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 EUSPA or its authorized 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 EUSPA 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 EUSPA, notably right of access, for the purpose of checks and audits, without prejudice to its own rules. In addition, the EUSPA 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 EUSPA 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 authorized representative of the Contracting Parties. Nevertheless, in the event the EUSPA modifies the conditions, the UDENE 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 Dispute Resolution

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.

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 proposal

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. UDENE 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 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 Subgrantee is responsible for the management and protection of its IPRs and bears the costs associated with this.

The Subgrantees funded within UDENE 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 UDENE dissemination purposes

Article 17 Do Not Significant Harm

Subgrantees must always respect the 'Do Not Significant Harm Principle'. The Commission Communication on the European Green Deal introduced the green oath to 'do no harm'. The 'Do not Significant Harm' (DNSH) principle has been further specified in the EU Regulation on the establishment of a framework to facilitate sustainable investments, commonly defined as the 'EU Taxonomy Regulation'. Six environmental objectives are listed in Article 913 of the EU Taxonomy and 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.

Article 18 Infrastructure cost model

The UDENE solution has associated maintenance and infrastructure costs. The UDENE project partners will cover such costs during the implementation of the subgrantees' subprojects, at 0 costs for the Subgrantees.

DISCLAIMER: This in no way affects the Open Call procedures and the Open Call evaluation and selection procedures have no connection whatsoever with the upcoming potential obligations around the infrastructure cost model.

Article 19 Subgrantee Compliance Agreement

This document outlines the legal, ethical, financial, and operational obligations of subgrantees funded under the UDENE project, funded by the European Union's Horizon Europe programme (Grant Agreement No. 101131190). By signing this document, the subgrantee agrees to fully comply with all terms and responsibilities described herein.

1. Ethics Monitoring and Reporting

The subgrantee acknowledges that ethics monitoring may be conducted during implementation. Where ethics requirements are identified during the screening process, the subgrantee agrees to address them and to submit a final deliverable with a dedicated Ethics and Data Protection Monitoring chapter.

2. Responsibilities of Subgrantees

The subgrantee affirms their role as a recipient of indirect EC funding and agrees to comply with Horizon Europe obligations, including all terms outlined in the UDENE Grant Agreement and Annex VIII.

3. Conflict of Interest

The subgrantee confirms no conflict of interest exists and agrees to immediately report any potential conflict to the UDENE Consortium. Failure to disclose may result in ineligibility or termination of the Sub-grant Agreement.

4. Ethics, Data Protection, and Confidentiality

The subgrantee agrees to:

- Keep confidential any information marked as such during and up to five years after project completion.
- Comply with all applicable legislation related to data protection, privacy, and fundamental rights (including GDPR).
- Ensure that dissemination does not violate third-party rights.

5. EU Visibility and Communication Obligations

The subgrantee agrees to promote the UDENE project and acknowledge EC support in all communication.

Use the EU emblem, UDENE logo, and the statement:

"This project has indirectly received funding from the European Union's Horizon Europe research and innovation programme under project UDENE (grant agreement no. 101131190)."

Ensure proper visibility across all materials, publications, and events, as detailed in the UDENE Grant Agreement.

6. Financial Audits and Controls

The subgrantee accepts that the EUSPA or its authorized representatives may conduct financial or technical audits during implementation and for five years after. The subgrantee commits to:

- Retain all original project-related documentation.
- Provide full access and cooperation during audits.
- Accept recovery orders if costs are found ineligible.

7. Project Communication and Contact

The subgrantee will provide written notice of any change in contact persons or legal representatives to the UDENE Coordinator.

8. Originality and Intellectual Property

The subgrantee declares that:

- The proposed work is original and free from third-party claims.
- Any resulting intellectual property (IP) will be owned by the subgrantee, who is responsible for its protection.
- The subgrantee will consider open-source licensing and public sharing of non-sensitive results where appropriate.

9. Liability

The UDENE Consortium and the EUSPA are not liable for issues arising from the subgrantee's implementation. The subgrantee assumes full responsibility for third-party damages.

10. Compliance with DNSH Principle

The subgrantee agrees to comply with the Do No Significant Harm (DNSH) principle as defined in Article 17 of the EU Taxonomy Regulation and confirm that no activity will cause significant harm to any of the six environmental objectives.

11. Signature & Acceptance

By signing this agreement, the authorized representative of the subgrantee confirms they have read, understood, and accepted all obligations stated in this document and agree to comply throughout the entire subproject implementation and reporting period.

SUBGRANTEE LEGAL REPRESENTATIVE CONTACT INFORMATION:

Title (Mr, Mrs, Dr.)	
Name	
Surname	
Position in the legal entity	
Full Address	
Country	
Email Address	
Telephone number	
Mobile number	

For WEglobal (the Project Coordinator) Mr. Mustafa Ali Turker Position Signature Done in PLACE on DD/MM/2025	For WEglobal SRL (the Treasurer) Ms. Zvezdelina Dabi Position Signature Done in PLACE on DD/MM/2025
For Applicant (the Subgrantee) Title, Name Surname Position in the organisation Signature	

Done in PLACE on DD/MM/2025	
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