



LOW INPUT GRAPEGROWING AND WINEMAKING

Low Input Grapegrowing and Winemaking

OPEN CALL – Indicative Sub-Grant Agreement



**Co-funded by
the European Union**

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This Sub-grant Agreement is entered into on [date].

Contracting parties

REFRAME FOOD ASTIKI MI KERDOSKOPIKI ETAIRIA (RFF), PIC 892252755, established in Leontos Sofou 20, Thermi Thessaloniki 570 01, Greece, represented for the purpose of signing the Sub-grant Agreement by Manager, Grigorios Chatzikostas, legal representative of RFF.

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

Of the one part, and

[NAME OF THE BENEFICIARY / CONSORTIUM LEAD PARTNER], established at [ADDRESS], registration/VAT number [NUMBER], represented for the purpose of signing this Sub-grant Agreement by [NAME, POSITION].

For Strand 1: Mini-Consortia, the signing entity acts as Consortium Lead Partner on behalf of the mini-consortium composed of:

- *[Technology Provider name]*
- *[Wine-sector End User name]*

For Strand 2 — Open Challenges, the signing entity acts as the single beneficiary.

Hereinafter referred to as the **“Sub-grantee”**

Hereinafter collectively referred as the **“Contracting Parties”**

HAVE AGREED to the following terms and conditions, including those in the LIGAWINE Open Call Kit and the annexes to this Sub-grant Agreement, which form an integral part of this Agreement, hereinafter referred to as the **“Contract”**.

General provisions

The European Commission and the Coordinator of the LIGAWINE Consortium have signed Grant Agreement No. 101228350 for the implementation of the project Low Input Grapegrowing and Winemaking in Europe, acronym LIGAWINE, funded under the Interregional Innovation Investments Instrument (I3).

The Sub-grantee has received a 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 LIGAWINE Open Call Applicants' Guide.

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

The funding provided under this Agreement originates from the LIGAWINE project, funded by the European Union under Grant Agreement No. 101228350. The Open Call Manager/Treasurer manages the payment of the financial support in accordance with the LIGAWINE Grant Agreement, the Applicants' Guide, and this Agreement.

Article 1 - Entry into force and Termination of the contract

1.1 Entry into force

This Contract shall enter into force on the date of signature by the last contracting party. The Open Call Manager/Treasurer shall sign this contract, only after the following documents have been received from the Sub-grantee:

- The original signed Declaration of Honour (Annex 7)
- SME Declaration (Annex 8)
- Proof of legal existence, such as a registration extract, company register, official gazette, or equivalent document
- Copy of ID card or Passport of legal representative(s)
- VAT registration certificate or national registration number, where applicable
- Declaration or official proof that the entity is not under bankruptcy, insolvency, or liquidation proceedings
- Bank Information Form (Annex 9)
- For Strand 1, Consortium Declaration (Annex 6), and any internal consortium arrangement required by the LIGAWINE Open Call team

Important: in the case of consortia, all partners must sign the requested documents and provide identification and bank account information.

All Contracting parties must sign this document no later than2026.

Documents may be signed electronically or in hard copy, as instructed by the Open Call Manager/Treasurer. Where electronic signature is used, the Open Call Manager/Treasurer may use a validated electronic signature platform or equivalent process. The final signed Agreement and supporting documents will be archived by the Open Call Manager/Treasurer.

All documents shall be submitted through the channel indicated by the Open Call Manager/Treasurer, including by email, electronic signature platform, or hard copy where required. Where hard copies are requested, they shall be sent to the following address:

REFRAME FOOD ASTIKI MI KERDOSKOPIKI ETAIRIA

LEONTOS SOFOU 20, po box: 000 570 01

THERMI THESSALONIKI Greece

Attn: LIGAWINE Open Call Team

The Sub-grantee is solely responsible for the accuracy of all data provided to the LIGAWINE Consortium.

1.2 Contract termination

This Contract may be terminated in the event of unjustified withdrawal by the Sub-grantee or failure by the Sub-grantee to fulfil its contractual obligations. "Unjustified

withdrawal” covers any situation not qualifying as Force Majeure that results in non-performance of the Sub-grantee’s contractual obligations. In this particular case, the LIGAWINE Consortium may claim full refund of all payments made to the Sub-grantee up to that date.

Article 2 - Obligations and Responsibilities of the Sub-grantee

The obligations and responsibilities of the Sub-grantee are defined in detail in the **LIGAWINE Open Call Applicants’ Guide**.

The main obligations and responsibilities of the Sub-grantee include, but are not limited to:

- implementing the approved sub-project in accordance with the proposal, the Applicants’ Guide, the Open Call Kit, and this Sub-grant Agreement;
- deploying, validating, or demonstrating the approved low-input, sustainable, digitally enabled, or climate-resilient solution for viticulture or winemaking;
- carrying out the activities within the approved implementation period;
- submitting the mandatory deliverables in English and within the required deadlines;
- providing sufficient evidence of progress, results, KPIs, and implementation;
- cooperating with the LIGAWINE Open Call team for monitoring, reporting, payment approval, and audit purposes;
- immediately notifying the LIGAWINE Open Call Manager/Treasurer of any change in legal, financial, administrative, technical, or contact information;
- complying with EU visibility, confidentiality, data protection, ethics, conflict-of-interest, audit, and record-keeping obligations;
- contributing, where relevant, to LIGAWINE communication, dissemination, exploitation, and WICA-related ecosystem activities.

To receive funding from the LIGAWINE Consortium, the Sub-grantee that has been selected for funding through the LIGAWINE Open Call must submit three (3) relevant deliverables. The mandatory deliverables and payment schedule are set out in table 1. Funding is contingent upon acceptance of the relevant mandatory deliverable by the LIGAWINE Open Call team in accordance with the Applicants’ Guide and this Sub-grant Agreement. The submitted deliverables will be reviewed by the LIGAWINE Open Call team, with expert input or procedural oversight where applicable. Once the relevant deliverable has been accepted, the Sub-grantee may be requested to submit a **Request for Payment** and any administrative, banking, or tax documentation necessary to the Open Call Manager/Treasurer to initiate the funding process. The deliverables will be due at the end of each phase of implementation, which are shown in the table below.

Table 1 LIGAWINE Open Call implementation timeline

Phase	Indicative period	Mandatory deliverable	Payment
Phase 1: Design	January 2027 – April 2027	Activity Plan	30%
Phase 2: Development	May 2027 – September 2027	Report on Results/Outcomes	50%
Phase 3: Impact	October 2027 – September 2028	Final Report	20%

During the implementation of the sub-project and for five years after its completion, all parties must comply with the General Data Protection Regulation (GDPR) regarding the processing and confidentiality of personal data. Any data, documents, or other materials identified as confidential at the time of signing this Agreement must be handled securely and used solely for the purposes of the Agreement. If additional confidential information is identified during the project, it must be formally acknowledged in writing within 15 days. The disclosure of confidential information is limited to the LIGAWINE Consortium and selected reviewers under a binding Non-Disclosure Agreement. The Sub-grantee is responsible for preventing conflicts of interest and must immediately report any identified risks to ensure compliance with GDPR principles, including data minimization, integrity, and confidentiality.

The Open Call beneficiaries may disclose confidential information to the LIGAWINE Consortium and to the selected reviewers, who shall be bound by a specific Non-Disclosure Agreement.

The Sub-grantee shall take all necessary precautions to avoid any conflict of interest related to economic, political, national, personal, or any other interests that could influence the impartial and objective performance of the Sub-project. If the Sub-grantee becomes aware of a conflict of interest, or the risk thereof, they must promptly notify the LIGAWINE Consortium Partners and take immediate steps to address and rectify the situation.

Article 3 - Breach of Contractual obligations

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

Article 4 - Financial contribution and financial provisions

4.1 Maximum financial contribution

The maximum financial contribution granted under this Agreement shall not exceed the amount approved for the Sub-grantee in the selected LIGAWINE proposal and confirmed during contracting.

- **For Strand 1: Mini-Consortia**, the maximum total financial contribution per sub-project is EUR 90,000, with a ceiling of EUR 60,000 per third-party recipient. The approved budget allocation between the technology provider and the wine-sector end user is set out in Annex [X] to this Agreement.
- **For Strand 2: Open Challenges**, the maximum financial contribution per sub-project is EUR 50,000.

The financial contribution is provided as a lump sum and is linked to the successful completion and acceptance of the mandatory deliverables.

4.2 Distribution of financial contribution

The financial contribution to be granted to the Sub-grantee 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:

- Receipt of the relevant deliverable(s);
- Acceptance of the relevant deliverable(s) by the LIGAWINE Open Call team or other body designated under this Agreement;
- Where required by the LIGAWINE Open Call Manager/Treasurer, the Sub-grantee shall submit a request for payment and any administrative or tax documentation necessary to process the payment;
- The Sub-grantee's Bank Account Information Form (Annex 9) matches the payment instructions issued by the Sub-grantee's bank;
- Payments to the Sub-grantee will be made by the Treasurer. In particular:
 - The Treasurer reserves the right to withhold the payments in case the Sub-grantee does not fulfil its obligations and tasks as per 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 Sub-grantee by the Treasurer shall be covered by the holder of the bank account which originated in the cost. This means that the Treasurer bears the cost of transfers charged by their bank and the Sub-grantee bears the costs of transfers charged by the bank of the Sub-grantee.

- Payments will be released by the Treasurer/Open Call Manager no later than ten working days after the notification that the deliverables have been accepted.
- The Sub-grantee 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 Sub-grantee's Sub-project as per the Open Call Applicants' Guide. For Strand 1: Mini-Consortia, the approved budget allocation shall identify the grant amount assigned to each consortium member. Payments shall be made according to the payment mechanism defined in this Agreement and shall respect the maximum funding ceiling per third-party recipient. The LIGAWINE consortium is not responsible for internal financial arrangements between consortium members unless expressly provided otherwise in this Agreement. Payments will be linked to the acceptance of the mandatory deliverables across the three implementation phases and will be reviewed and accepted by the LIGAWINE Open Call team in accordance with the Applicants' Guide and this Agreement.

Article 5 - Liability of the Sub-grantee

Neither the Open Call Manager/Treasurer, the LIGAWINE Consortium, the European Commission, EISMEA, nor the granting authority can be held liable for any acts or omissions of the Sub-grantee in relation to this Contract. At the same time, the Sub-grantee is responsible for any act or omission that causes damage to the Open Call Manager/Treasurer, the LIGAWINE Consortium, the European Commission, EISMEA, or the granting authority in relation to this Contract. The Sub-grantee is also solely responsible for any damages that might come to third parties as a result of the Sub-grantee's activities.

The Sub-grantee 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 Sub-project 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 Sub-grantee is not able to overcome the consequences of Force Majeure within ten (10) days after such notification, the LIGAWINE Consortium will decide accordingly, including the termination of the Contract.

Article 8 - Information and communication

The Sub-grantees must promote the Sub-project, the LIGAWINE project and its results, by providing the description of their project upon request from the LIGAWINE Consortium and highlight the financial support of the European Union.

Unless the European Commission, EISMEA, the granting authority, or the LIGAWINE 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, video, presentation etc.), and any infrastructure, equipment and major results funded by the grant must:

- (a) display the EU emblem,
- (b) display the LIGAWINE logo, and
- (c) include the following text:

For communication activities: "This sub-project has received funding from the LIGAWINE project, Grant Agreement No. 101228350, through its Open Call funded by the European Union."

- (d) include the following 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 EISMEA. 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 Sub-grantee 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 Sub-grantee in respect of the Sub-project, in whatever form and on whatever medium, must specify that it reflects only the author's views and that the European Union, EISMEA, the granting authority, and the LIGAWINE Consortium are not liable for any use that may be made of the information contained therein.

The LIGAWINE consortium and the European Commission may publish basic information about selected sub-projects, including:

- legal name of the Sub-grantee;
- project title and acronym;
- general purpose and short description of the sub-project;
- amount of financial support awarded and, after final payment, amount actually received;
- country and region of implementation;
- non-confidential public results, communication outputs, images, or summaries provided by the Sub-grantee.

The Sub-grantee shall ensure that all necessary authorisations for such publication have been obtained and that the publication of the information by the European Commission, EISMEA, the granting authority, or the LIGAWINE Consortium does not infringe any rights of third parties.

Upon a duly substantiated request by the Sub-grantee, the LIGAWINE Consortium may agree to limit publication of information where disclosure would risk compromising the Sub-grantee's security, commercial interests, confidentiality obligations, data protection obligations, or intellectual property rights, subject to applicable EU transparency and reporting requirements.

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 Sub-grantee may use and process the data only for the purposes of this Contract and for the duration of the Contract. Any unauthorised use is strictly prohibited. In any event, neither the LIGAWINE Project coordinator nor the Treasurer will be held responsible for any misuse of data by the Sub-grantee.

The Sub-grantee shall not attempt to re-identify anonymised or pseudonymized data. If re-identification occurs, the Sub-grantee commits not to use such data. Upon expiration or termination of this Contract, the Sub-grantee shall delete or return any personal data accessed during the Sub-project, unless retention is required by law, audit obligations, the Sub-grant Agreement, or a valid agreement with the relevant data provider.

The Sub-grantee is responsible for ensuring that any personal data collected or processed during the sub-project is processed lawfully, fairly, transparently, securely, and only where necessary for implementation.

9.2 New data produced

The Sub-grantee acknowledges that they will be the “data controller¹” of any new dataset of personal information that the Sub-grantee may produce in the course of the LIGAWINE Sub-project.

Article 10 - Financial audit and controls

The European Commission, EISMEA, the European Court of Auditors, OLAF, or other authorised bodies may carry out checks, reviews, audits, or investigations during the implementation of the LIGAWINE project and for the period required under the LIGAWINE Grant Agreement and applicable EU rules. The audit procedure shall be deemed to be initiated on the date of receipt of the relevant notification from the European Commission, EISMEA, or other authorised body. 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 Sub-grantee shall make available directly to the EC, EISMEA, or any other authorised body 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 Sub-grantee shall keep the originals or duly authenticated copies, including electronic copies, of all documents relating to this Agreement for the period required under the LIGAWINE Grant Agreement, the Applicants’ Guide, this Agreement, and applicable EU rules. These shall be made available to the European Commission, EISMEA, or other authorised body when requested during any audit under the Grant Agreement. In order to carry out these audits, the Sub-grantee shall

¹ The [data controller](#) determines the **purposes** for which and the **means** by which personal data is processed

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 Sub-grantee'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 Sub-project. 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 Sub-grantee 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 Sub-grantee concerned within two months of expiry of the aforesaid deadline.

On the basis of the conclusions of the audit, the European Commission, EISMEA, or other authorised body may 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 that the European Commission, EISMEA, or the LIGAWINE Grant Agreement requires changes to the applicable conditions, the LIGAWINE consortium may amend this Agreement 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.

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. If a Party required to appoint an arbitrator fails to do so within fourteen (14) days of receiving written notice from the other Party, or if the appointed arbitrators fail to agree 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 Party 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 Party 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. The LIGAWINE consortium is not obliged to verify the authenticity of ownership of the proposed products, services, technologies, or results. Any issue arising from third-party claims is the sole responsibility of the Sub-grantee.

Article 16 - IPRs

Each Sub-grantee that generates results shall own the associated Intellectual Property Rights (IPRs) arising from the development process and shall also own any results that do not constitute IPRs. Each Sub-grantee is responsible for the management and protection of its IPRs and shall bear all associated costs. The Sub-grantee retains ownership of its pre-existing background knowledge and of the results generated during the sub-project, unless otherwise agreed between Strand 1 consortium members or specified in this Agreement.

For Strand 1: Mini-Consortia, the technology provider and wine-sector end user are responsible for agreeing internally on ownership, access rights, use of data, confidentiality, and exploitation of results before implementation starts.

The LIGAWINE consortium may be granted limited rights to use non-confidential information, summaries, public outputs, images, and results for monitoring, reporting, communication, dissemination, and impact-assessment purposes. Such use shall not transfer ownership of the results to the LIGAWINE consortium. Any public disclosure of sub-project results for LIGAWINE dissemination purposes shall be limited to non-confidential information and shall respect applicable confidentiality, data protection, and intellectual property obligations.

Article 17 - Do No Significant Harm

Sub-grantees must always respect the “Do No Significant Harm Principle”. The Commission Communication on the European Green Deal introduced the green oath to ‘do no harm’. The ‘Do No 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 9 of the EU Taxonomy and Article 17 specifies what can constitute a ‘significant harm’ for these objectives. Thus, the regulation provides that no funded activity should lead to significant harm to any of the six environmental objectives within the meaning of Article 17 of the Taxonomy Regulation.

The Sub-grantee shall implement the sub-project in a manner consistent with applicable environmental legislation and the Do No Significant Harm principle, where relevant.

AS WITNESS:

The Contracting Parties have caused this Contract to be duly signed by the undersigned authorised representatives in three (3) copies the day and year first above written:

For **(Sub-grantee / Consortium Lead Partner name)**

For **REFRAME FOOD ASTIKI MI KERDOSKOPIKI ETAIRIA (RFF)**

Sub-grantee

Open Call Manager

Signature

Signature

Mr/Ms _____ (name surname)

Mr Grigorios Chatzikostas
Manager

Legal representative of the Sub-grantee / Consortium Lead Partner, where applicable

Done at _____ (place),
on _____ (dd mm yyyy)

Done at _____ (place),
on _____ (dd mm yyyy)

END OF DOCUMENT