

Annex C. Third Party Agreement for provision of Financial Resources from the SOILCRATES project to the third party

BETWEEN:

Conservatoire National des Arts et Métiers (Cnam), as a state higher education institution, represented by its administrator Madame Bénédicte FAUVARQUE-COSSON, Established in Rue Saint Martin 292, 75141 Paris Cedex 03, France,
SIRET 197 534 712 000 17 - APE 8542Z
also referred to as “Cnam”,
acting through the SayFood Food & Bioproduct Engineering Laboratory (Prof. Wafa Guiga), and on behalf of the SOILCRATES Project Consortium

and

..... (“.....”), represented by whose registered offices are located at, country, hereinafter referred to as “Third Party”;

Hereinafter all contracting parties of this Agreement jointly or individually, referred to as “Parties” or “Party”;

WHEREAS:

- A. Together with other parties, CNAM has been awarded a Grant by the European Commission (Funding Authority) no. 101157354 entitled “SOILCRATES” (“SOILCRATES Project”), hereinafter referred to as the “Grant Agreement”. This grant was awarded under the call HORIZON-MISS-2023-SOIL-01-08 – Co-creating solutions for soil health in Living Labs.
- B. The SOILCRATES project aims to support the creation of 4 Living Labs in France, Spain, Ireland and the Netherlands. To do this, part of the grant received by CNAM is dedicated to set up a Financial Support to Third Parties (FSTP) process to select and support, financially and technically, local projects.
- C. The Grant Agreement states that third parties are selected via an FSTP Request for Applications and financially supported for executing pilot projects
- D. CNAM is acting on behalf of the SOILCRATES Project to bilaterally contract with each selected proposal. CNAM will provide financial support to the Third Party according to the provisions of the Grant Agreement for the Financial Support to Third Parties, under the Lump Sum procedure.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS

1. Definitions

1.1 Words beginning with a capital letter shall have the meaning defined either herein or in the Rules of Participation for Horizon Europe or in the Grant Agreement, including their respective Appendixes.

For information, the Third Party contracting package is composed of this Third Party Agreement, Annex B – Breakdown of costs, Annex D – Privacy Statement, Annex E – Declaration of Honour, Annex F – Implementation Plan, Annex H - Proposal. All annexes are part of the contract, signature of the contract means acceptance of the attached annexes.

1.2 Additional definitions

“FSTP”

Financial support to Third Parties

“Request for applications”

Process by which proposals are selected to receive a grant. This is further described in the FSTP Request for applications conditions document.

“Third Party”

Recipient of the FSTP, as a financial grant and scientific support within the SOILCRATES project.

“SOILCRATES Beneficiaries”

Partners from the SOILCRATES consortium receiving funding from the European Commission.

“Lump sum procedure”

Method of distributing the SOILCRATES grant that involves reimbursing project participation on a flat-rate basis which is determined at the time the project is set up and specified in the Third Party agreement.

2. Subject

2.1 The Third Party will perform the work as defined in this Third Party Agreement and Implementation Plan (Annex F), under the Grant Agreement (in WP2 description and FSTP annex), and FSTP Request for Applications Conditions, as finally agreed with SOILCRATES (“Project”).

2.2 The Third Party shall be responsible for ensuring that the work is carried out and complies with accepted technical, scientific and professional standards, is undertaken by appropriate personnel and carried out in accordance with Article 3 and Article 4 in the EU Annotated Grant Agreement. Thus, the Third Party is responsible for:

- Respecting the contracting phases and deadlines
- Actively participating to the Living Lab actions and work plan
- Undertaking all protocols and experiments stated in the proposals they have been selected for, respecting timeframe and location



- Delivering technical reporting on time

- 2.3 The Third Party assumes all responsibility towards CNAM and SOILCRATES Beneficiaries for all tasks contracted to it by this Third Party Agreement and shall indemnify and hold harmless CNAM and SOILCRATES Beneficiaries in case of breach of its obligations.
- 2.4 Additionally, the Third Party recognizes that CNAM and the SOILCRATES Beneficiaries are bound by certain obligations arising out of the Grant Agreement. Herewith, the Third Party agrees to comply with all obligations arising out of the Grant Agreement to the extent that CNAM and the SOILCRATES Beneficiaries are enabled to comply with all their obligations under those agreements.
- 2.5 The Third Party accepts the SOILCRATES Grant Agreement insofar as they relate to the tasks which are contracted to it hereby.
- 2.6 The Third Party shall not do anything or omit to do anything which renders CNAM or the other SOILCRATES Beneficiaries in breach of the Grant Agreement.

3. Duration

- 3.1 This Third Party Agreement shall be valid from the signature date of the sub-contract ("Effective Date"), and for a duration of [XXX] (between 12 and 24 months).
- 3.2 The SOILCRATES Project runs from 1 October 2024 till 30 September 2028, with a duration of 48 months. This Third Party Agreement will be effective from the Effective Date and will be valid as long as the Grant Agreement. Should the period of validity of the Grant Agreement be amended, this Third Party Agreement shall also be amended.
- 3.3 The Third Party shall commence to perform their activities according to Annex F Implementation Plan ideally no longer than after 6 months after signature of the sub-contract and according to agricultural activity.
- 3.4 The Third Party shall notify CNAM in writing without undue delay if it becomes apparent that it might be unable to keep the schedule.

4. Financial Provisions

- 4.1 The financial support allocated to the Third Party as stated in the Breakdown of costs annex of the selected Third Party is EUR [XXX] and is set as a lump sum.

The financial support will be paid to the Third Party in two instalments (Option A) according to the FSTP Documentation, as follows:

1. 50 % of the amount requested after signature of this Third Party Agreement and reception of all required signed documents;
2. 50 % after demonstrating and disseminating the results, upon approval of the final Activity Reporting. These payments will be made only if the Project is executed accordingly and properly to the Implementation Plan.

Another option (Option B) is possible for projects lasting 2 years:

1. 50 % of the amount requested after signing this Third Party Agreement;
2. 25% after the first year of the project, upon validation of the intermediary technical report
3. 25% at the end of the project, upon validation of the final technical report.

Please state here the chosen payment option (A or B): [XXX]

Written documentation must be provided to CNAM to launch the payment process, for the completion and proper implementation of the SOILCRATES Project's corresponding deliverables and progress report as specified in FSTP Documentation and Implementation Plan.

To contact the financial supervisor, please send an email at fstp@soilcrates.eu, and regarding invoices to PAR_recettes.conventions.daf@CNAM.onmicrosoft.com.

Insert payment details of your organization (RIB, IBAN) [XXX]

CNAM is entitled to withhold any payments due to a Third Party:

- a) identified by the SOILCRATES Beneficiaries to be in breach of its obligations under this Agreement and its Appendices; or
- b) who has not yet signed this Third Party Agreement and Annexes B – Breakdown of costs, D – Privacy Statement, E – Declaration on Confidentiality, and F - Implementation Plan.

4.2 CNAM is entitled to recover any payments already paid to a defaulting Third Party.

4.3 CNAM is equally entitled to withhold payments to a Third Party when this is suggested by or agreed with the Funding Authority or if CNAM itself does not receive payment from the Funding Authority.

5. Organization and Performance of the Work

5.1 Technical and Financial Responsibility

5.2 The Third Party shall provide all personnel, facilities, equipment and materials necessary for the proper performance of this Third Party Agreement and shall assume the technical and financial responsibility for the work specified in Implementation Plan. The Third Party undertakes to indemnify CNAM against any failure on its part to discharge its aforementioned responsibilities. Technical and Financial Control, Verification, Audits

The Third Party undertakes to supply CNAM without delay with any information which the latter may request concerning the implementation of this Third Party Agreement. In particular, upon request the Third Party shall make available to CNAM the technical and financial documents verifying the costs and that the work is being or has been carried out. The Third Party acknowledges and accepts the rights of the Funding Authority relating to controls and audits laid down in the Grant Agreement and FSTP 2.1 Documentation.

The Third Party undertakes to give the representatives of CNAM reasonable access to the premises where the work is being carried out and to all documents concerning the work programme and/or

necessary to verify the compliance with the obligations arising from this Third Party Agreement and of the Grant Agreement including its Annexes and to carry out checks, reviews, audits, and investigations on site. Additionally, the Third Party acknowledges and accepts the rights of the EC, the European Anti-fraud Office (OLAF) and the Court of Auditors to exercise their powers of control on documents, information, even stored on electronic media, or on the Third Party's premises. The Third Party fully accepts the provisions of the Grant Agreement¹²³.

5.3 Agreement of land owners

In case the Third Party is not the land owner for this experiment, the Third Party guarantees that land owners mentioned in this proposal are aware and agree to host the experiment on their land according to the terms of this contract and described in Annex B – Breakdown of costs, Annex D – Privacy Statement, Annex E – Declaration of Honour and Annex F – Implementation Plan.

6. Results

6.1 Ownership of Results

Background (meaning know-how or information that is held by the subgrantees before they accede to any subsequent subgrant, and that is needed to implement the action or exploit results) should be declared when contracting with CNAM.

As the SOILCRATES approach is open source by default, all the results stemming from the pilot projects execution shall be made available through the SOILCRATES project. No foreground result, which can refer to data, concept, information, etc. generated via the implementation of the pilot activities, is in principle expected to be patented or subject to other protection measures.

6.2 Accuracy of data

The Third Party shall use all reasonable endeavours to ensure the accuracy of all information and data provided by it to CNAM and/or the SOILCRATES Beneficiaries under this Third Party Agreement, whether they are Third Party owned Results or not and whether they are protected by intellectual property rights or not, and warrants its right to disclose such information. In the event of any error or omission in the Third Party owned Results being brought to the attention of the Third Party by CNAM or the other SOILCRATES Beneficiaries, the Third Party undertakes to correct such error or rectify such omission promptly, during which time CNAM shall be entitled to withhold payment of any sums due to the Third Party.

¹ “The granting authority may — during the action or afterwards — check the proper implementation of the action and compliance with the obligations under the Agreement, including assessing costs and contributions, deliverables and reports.” (see Grant Agreement, Article 25.1.1 Internal checks).

² “Where the granting authority is not the European Commission, the latter has the same rights of checks, reviews and audits as the granting authority.” (see Grant Agreement, Article 25.2 European Commission checks, reviews and audits in grants of other granting authorities).

³ “The following bodies may also carry out checks, reviews, audits and investigations — during the action or afterwards: the European Anti-Fraud Office (OLAF) under Regulations No 883/201319 and No 2185/9620, the European Public Prosecutor’s Office (EPPO) under Regulation 2017/1939, the European Court of Auditors (ECA) under Article 287 of the Treaty on the Functioning of the EU (TFEU) and Article 257 of EU Financial Regulation 2018/1046. (see Grant Agreement, Article 25.4 OLAF, EPPO and ECA audits and investigations).

The Third Party warrants that the Results and any information provided by it under this Third Party Agreement shall not infringe the intellectual property rights of any third party, and shall indemnify CNAM and the other SOILCRATES Beneficiaries fully and effectively from any and all liabilities, costs expenses, howsoever arising from breach of this warranty.

6.3 Joint ownership

Where Results are generated from work carried out jointly by the Parties to this Third Party Agreement or by the Third Party and SOILCRATES Beneficiaries and it is not possible to separate such joint invention, design or work for the purpose of applying for, obtaining and/or maintaining the relevant patent protection or any other intellectual property right, the involved parties shall have joint ownership of this work. The rules stated in the Consortium Agreement apply.

6.4 Declaration of Intellectual property

In case any background knowledge is needed to implement the action or exploit results and has to be protected as Intellectual property, please state it here [XXX].

7. Dissemination

7.1 CNAM and the other SOILCRATES Beneficiaries are entitled to include the main results and information regarding the Third Party' work in their reporting towards the European Commission. The Third Party agrees to dissemination of information regarding their work, by the European Commission on the EC's own communication means.

7.2 The Third Party agrees that any dissemination activity by the Third Party (including publications, presentations etc.) other than specified in the Implementation Plan, reflects their own views and opinion only, and do not necessarily reflect those of CNAM or other SOILCRATES Beneficiaries. In no case, CNAM or other SOILCRATES Beneficiaries can be held responsible for them.

8. Confidentiality

8.1 All information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with this Third Party Agreement and the tasks of the Third Party and which has been explicitly marked as "confidential" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

8.2 The Recipients hereby undertake for a period of 4 years after the termination of this Third Party Agreement:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and

- to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.
 - a. The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in implementing the tasks and shall ensure that they remain so obliged, as far as legally possible, during and after the end of this Third Party Agreement and/or after the termination of the contractual relationship with the employee or third party.
 - b. The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:
 - i. the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
 - ii. the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
 - iii. the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
 - iv. the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
 - v. the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
 - vi. the Confidential Information was already known to the Recipient prior to disclosure, or
 - vii. the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order. If a Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure notify the Disclosing Party, and comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

8.3 The Recipient shall apply the same degree of care with regard to the disclosed Confidential Information as with its own confidential and/or proprietary information, but in no case less



than reasonable care.

8.4 Each Party shall promptly advise the other Party in writing of any unauthorized disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorized disclosure, misappropriation or misuse.

8.5 The same obligations on confidentiality apply to the Third Party who is receiving Confidential Information by the other SOILCRATES Beneficiaries.

9 Reports and Deliverables

9.1 The Third Party agrees to submit relevant information in order to build progress reports to CNAM as specified in FSTP Documentation.

9.2 The contents and format of the various reports required will be defined by CNAM/SOILCRATES Living Lab leaders, and stated in the Implementation Plan.

10 Liability

10.1 CNAM's liability

The contractual liability of CNAM under this Third Party Agreement shall in any case be limited to the amount of the financial support provided or to be provided to the Third Party hereunder. CNAM shall not in any case be liable for any indirect or consequential damages such as:

- loss of profits, interest, savings, shelf-space, production and business opportunities;
- lost contracts, goodwill, and anticipated savings;
- loss of or damage to reputation or to data;
- costs of recall of products; or
- any other type of indirect, incidental, punitive, special or consequential loss or damage.

This limitation of liability shall not apply in cases of wilful act or gross negligence.

10.2 Liability between Third Party, CNAM and the other SOILCRATES Beneficiaries

The Third Party shall fully and exclusively bear the risks in connection with the work provided by it and for which financial support is granted and forwarded by CNAM. The Third Party shall indemnify CNAM and the other SOILCRATES Beneficiaries for all damages, penalties, costs and expenses which CNAM or the other SOILCRATES Beneficiaries as a result thereof would incur or have to pay to the European Commission or to any third parties with respect to the Third Party's work financially supported and/or for any damage in general which CNAM or the other SOILCRATES Beneficiaries incur as a result thereof.

In addition, should the European Commission have a right to recover against CNAM regarding the financial support granted under this Third Party Agreement, the Third Party shall pay the sums in question in the terms and the date specified by CNAM.

Moreover, the Third Party shall indemnify and hold CNAM and the other SOILCRATES Beneficiaries, their respective officers, directors, employees and agents harmless from and against all repayments, loss, liability, costs, charges, claims or damages that result from or arising out of any such recovery action by the European Commission.

11 Termination of the contract

CNAM can terminate this Agreement with immediate effect through written notice to the Third Party:

- if the Third Party is in breach of any of its material obligations under this Third Party Agreement, which breach is not remediable, or, if remediable, has not been remedied within thirty (30) days after written notice to that effect from CNAM;
- if, to the extent permitted by law, the Third Party is declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with its creditors, has suspended business activities, or is the subject of any other similar proceeding concerning those matters; or
- if the Third Party is subject to an event of Force Majeure (in accordance with how that term is defined in the Grant Agreement), which prevents the Third Party from correct performance of its obligations hereunder and such circumstances have lasted, or can reasonably be expected to last more than six (6) weeks.

12 Ethics

12.1 Research carried out within the scope of the SOILCRATES project must adhere to and be conducted in line with the highest ethical standards and the applicable EU, international and national law on ethical principles, and include proper authorisations to be performed. They must also be conducted in compliance with Horizon Europe ethics standards.

12.2 To prevent ethics frauds and to monitor projects that raise serious or complex ethics issues, ethics compliance checks will be conducted on all research projects and especially those involving serious or complex ethics issues as listed below:

- Research on human participants, and/or their cells/tissues
- Collection, storage or processing of personal data
- Research on animals
- Environment, health and safety of research staff or participants
- Artificial intelligence
- Other

13 Miscellaneous

13.1 Attachments, inconsistencies and severability

In case the terms of this Agreement are in conflict with the terms of the Grant Agreement, the terms of the latter shall prevail.

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



The Clauses 5, 6, 7, 8, 9, 10, 11 remain valid also after expiration or termination of this Third Party Agreement.

13.2 No representation, partnership or agency

No Party shall be entitled to act or to make legally binding declarations on behalf of any other Party. Furthermore, a Third Party shall not be entitled to act or to make legally binding declarations on behalf of any of the SOILCRATES Beneficiaries. Nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

13.3 Electronic signature

Electronic signature of this contract is to be done using CNAM electronic signature system iParapheur only. In case the official iParapheur tool isn't available, signature of this contract is allowed manually.

13.4 Applicable law and settlement of disputes

Any matters not covered by this document will be governed by the laws of France.

The Parties shall endeavour to settle their disputes amicably. If the Parties mutually agree, by mediation.

13.5 Mandatory national law

Nothing in this Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

13.6 Language

This Agreement is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto by default. Only the English version is official.

French, Dutch and Spanish versions of this contract are also available for information only.

Signatures

AS WITNESS:

The Parties have caused this Agreement to be duly signed by the undersigned authorized representatives.

Le Conservatoire National des Arts et Métiers on behalf of SOILCRATES Project Consortium

Signature

Date [XXX]

Name [XXX]

Title [XXX]

Third Party

Signature

Date [XXX]

Name [XXX]

Title [XXX]

(Electronic signatures may appear on the first page)

Disclaimer

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