



AfriFOODlinks

Model Sub-grantee Grant Agreement

-For Informative Purposes Only-

JULY 2025

Important note: This document is for informative purposes only, subject to possible changes suggested by EC or the legal team of AfriFOODlinks Partners, thus cannot be treated as legally binding. The actual Subgrantee Agreement template will be provided to the winning applicants during the Contracting phase.



Publisher:

AfriFOODlinks

@ 2025 by SHONA, ICLEI Africa.

All rights reserved. Licensed to the European Union.

For more information, address: afrifoodlinks@iclei.org and

Publication date: July 2025

Author: SHONA, ICLEI Africa

This publication is produced by SHONA and ICLEI Africa, with support from Oribi, Wise Hub Foundation, ADEU and Hivos, under the framework of the AfriFOODlinks project. AfriFOODlinks is funded by the European Union (EU). Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or the European Research Executive Agency (REA). Neither the European Union nor the granting authority can be held responsible for them.



Funded by
the European Union



Coordinated by
ICLEI Africa



AfriFOODlinks



Funded by
the European Union



Coordinated by
ICLEI Africa

Project partners



Contracting parties	5
General provisions	5
Article 1 - Entry into force and Termination of Contract	6
Entry into force	6
Contract termination	6
Article 2 - Obligations and Responsibilities of the Subgrantee	6
Article 3 - Breach of contractual obligations	6
Article 4 - Financial contributions and financial provisions	7
Maximum financial contribution	7
Payment schedule	7
Article 5 - Liability of the Subgrantee	7
Article 6 - Confidentiality	8
Article 7 - Force Majeure	8
Article 8 - Information and Communication	8
Article 9 - Data protection	9
Data protection obligations	9
New data produced	9
Article 10 - Financial audit and controls	10
Article 11 - Amendments	10
Article 12 - Language	11
Article 13 - Applicable Law	11
Article 14 - Settlement of disputes	11
Article 15 - Originality of the Subgranted projects	11
Article 16 - IPR ownership of the subgranted projects	11
Article 17 - Do No Significant Harm(DNSH)	12

Contracting parties

The AfriFOODlinks IMPLEMENTING PARTNER in charge of Task 3.2 in the CITY, represented for the purpose of signing the Agreement by the LEGAL REPRESENTATIVE, Hereinafter referred as the **"AfriFOODlinks Implementing Partner"**, Of the one part,

NAME OF THE SUB-GRANTEE ORGANIZED UNDER THE LAWS OF BENEFICIARY'S COUNTRY, ESTABLISHED IN ADDRESS, REGISTRATION NUMBER, REPRESENTED BY THE LEGAL REPRESENTATIVE OF THE BENEFICIARY

Herein referred to as the **"Subgrantee"**

Hereinafter collectively referred as the **"Contracting Parties"** HAVE AGREED to the following terms and conditions including those in the AfriFOODlinks Call for Grant Annexes, which form an integral part of this AfriFOODlinks Subgrantee Agreement (hereinafter referred as the "Contract").

General provisions

The European Commission (hereinafter referred as the "EC") and the Project Coordinator of the behalf of AfriFOODlinks consortium, have signed the Grant Agreement no 101084322 for the implementation of the project "AfriFOODlinks" within the framework of the Programme HORIZON-CL6-2022-FARM2FORK-01-14.

Launched in December 2022, AfriFOODlinks is an EU-funded project coordinated by ICLEI Africa, bringing together 26 partners from across the globe to enhance food security and urban sustainability in more than 65 cities across Africa and Europe. The project applies an urban food systems lens to drive transformative change by promoting shifts toward healthy and sustainable diets, reshaping urban food environments through real-world socio-technical experiments, and fostering inclusive multi-actor governance. By empowering public officials, small businesses, and communities with ownership and agency, AfriFOODlinks enables them to actively shape their food systems. Additionally, the project accelerates innovative agri-food businesses, with a strong focus on women- and youth-led enterprises, to support local value addition and foster inclusive economic participation.

This grant is intended to benefit Food MSMEs with a circular business model to improve their circularity, internal processes and the capabilities required to meet market demands for healthy and nutritious diets in the 5 Hub Cities: Mbale (Uganda), Kisumu (Kenya), Cape Town (South Africa), Ouagadougou (Burkina Faso) and Tunis (Tunisia).

The Subgrantee has received the favorable resolution by the Selection Committee 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 1: Guide to Application. The AfriFOODlinks partner(s) responsible for the provision of said support will make themselves available to the Subgrantees. This Contract aims at defining the framework of rights and obligations of the **Contracting Parties**.

Article 1 - Entry into force and Termination of Contract

Entry into force

This contract shall enter into force on DD/MM/YYYY (tentative date), subject to its signature by the last Contracting Party. The **AfriFOODlinks Implementing Partner** 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 3 of this Contract),
- Copy of ID-card or Passport of legal representatives of the Subgrantees,
- Bank Information Form (as given in Annex 4 of this contract).

The Subgrantee is solely responsible for the accuracy of all data provided to the AfriFOODlinks Partner.

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 contractual obligations.

Article 2 - Obligations and Responsibilities of the Subgrantee

The obligations and responsibilities of the Subgrantees are defined in detail in the Annex 1: Guide to Applications.

This grant is intended to benefit Food MSMEs with a circular business model to improve their circularity, internal processes and the capabilities required to meet market demands for healthy and nutritious diets.

The Subgrantee is expected to submit a detailed budget for the grant awarded clearly outlining the use of funds before the grant is disbursed by the **AfriFOODlinks Implementing partner**. This budget should not deviate from what the Subgrantee submitted in their grant application and approved by the Selection Committee.

The grant may be used for the following activities: purchase of equipment, purchase of raw materials, technology or product development, marketing & branding; market testing of products; product compliance; capacity building of team, financial management, or business model development; or travel and subsistence specifically for activities related to sourcing investment.

Article 3 - Breach of contractual obligations

In the event of the breach of the contractual obligations by the **Subgrantee**, the **AfriFOODlinks Implementing Partner** reserves the right to claim the **Subgrantee** the full refund of all payments made to

Call for Business Grants: Model Sub-grantee agreement 6



the **Subgrantee** up to date and suspend all further payments. The **AfriFOODlinks Implementing Partner** shall determine the breach of the contractual obligations by the **Subgrantee**. The provision of false or misleading declarations by the **Subgrantee** or any unsolved situation of conflict of interest constitutes an example of a breach of contractual obligations by the **Subgrantee**.

Article 4 - Financial contributions and financial provisions

Maximum financial contribution

The Circular Food MSME grant from the AfriFOODlinks will allow MSMEs to develop a particular aspect of their business over a period of up to 12 months.

The maximum financial contribution approved by the Selection Committee and to be granted by the **AfriFOODlinks Implementing Partner** to the **Subgrantee** is AMOUNT AWARDED.

Payment schedule

The financial contribution will be given in instalments specified by the Selection Committee below:

- First payment on fulfilment of contractual obligations - AMOUNT IN TRANCHE 1
- Second payment on fulfilment of reporting obligations - AMOUNT IN TRANCHE 2

A final report will be submitted at the end of the program by the grantee. The reports will be assessed by someone within the AfriFOODlinks consortium allocated by the Selection Committee. The assessment will be able to request additional information from the **Subgrantee** or to make changes to their work in order to respect the agreed concept that constituted the application.

Article 5 - Liability of the Subgrantee

AfriFOODlinks consortium cannot be held liable for any acts or omissions of the applicant in relation to the selected sub-granted project implemented by the **Subgrantee**. The AfriFOODlinks Consortium shall not be liable for any defaults of any products, processes or services created in the sub-granted project. Including, for instance, anomalies in the functioning or performance thereof.

In case any damage is caused to a third party by the **Subgrantee**, the **Subgrantee** will assume full responsibility for the damage caused. In no way will the AfriFOODlinks Consortium be responsible for any damages caused by the **Subgrantee**. The **Subgrantee** shall bear sole responsibility for ensuring that their acts within the framework of their sub-granted projects do not infringe third party rights.

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 Force Majeure causes such breach. 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 AfriFOODlinks Consortium will decide accordingly, including the termination of the Contract.

Article 8 - Information and Communication

The **Subgrantee** must promote the subproject, the AfriFOODlinks project and its results, by providing the description of their project upon request from the AfriFOODlink Partner and AfriFOODlinks Consortium.

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

The EC and the AfriFOODlinks 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 AfriFOODlinks

- any picture or any audio-visual or web material provided to the EC and AfriFOODlinks in the framework of the subproject.

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

The AfriFOODlinks consortium and EC 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 project
- The amount of financial contribution

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 AfriFOODlinks does not infringe any rights of third parties. Upon a duly substantiated request by the subproject representative, the AfriFOODlinks 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.

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** 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 AfriFOODlinks Partner, nor the AfriFOODlinks consortium will be held responsible for any abusive use of data incurred by the **Subgrantee**.

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 implementation 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 AfriFOODlinks 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 AfriFOODlinks project (foreseen for 31st of December 2026), 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), 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 2031. These shall be made available to the EC where 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.

The **Subgrantee** shall ensure that the information is readily available on the spot at the moment of audit and, if so requested, the data must be handed over without delay and 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 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 the expiry of the aforementioned deadline.

On the basis of the conclusions of the audit, the EC shall take all appropriate measures which it considers necessary, including issuing 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 authorized representative of the **Contracting Parties**. Nevertheless, in the event the EC modifies the conditions, the AfriFOODlink **Implementing Partner** 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 COUNTRY OF IMPLEMENTATION

Article 14 - Settlement of disputes

This clause will be tailored to the rules of arbitration available in each city

Article 15 - Originality of the Subgranted 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 AfriFOODlinks 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 - IPR ownership of the subgranted projects

The **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 **Subgrantee** funded within the AfriFOODlinks 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 AfriFOODlinks dissemination purposes.

Important note: all the solutions developed or enhanced through the AfriFOODlinks project need to be open source, meaning they should be offered to the public after the end of the project.

Article 17 - Do No Significant Harm(DNSH)

The **Subgrantee** 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 (Regulation (EU) 2019/2088), commonly defined as the 'EU Taxonomy Regulation'. Six environmental objectives are listed in Article 23 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.

For IMPLEMENTING PARTNER(**AfriFOODlinks Implementing Partner**)

LEGAL REPRESENTATIVE
TITLE

Signature

Done at CITY, COUNTRY on DD/MM/YYYY

For **Subgrantee**

Mr/Ms [NAME SURNAME] [POSITION_IN_COMPANY] [COMPANY NAME IF APPLICABLE]

Signature

Done at CITY, COUNTRY on DD/MM/YYYY