

COAST COllaborative Actions for STrengthening Thai CSO's participation in Tackling Climate Change, Gender Equality and Social Inclusion NDICI CSO 2023/450-987

# Sub-grant contract between

**Istituto Oikos ETS**, with registered head office in Via Magatti 2, Varese 21100 and operations headquarters in via Crescenzago 1, Milano (Italy), tax code 97182800157 and PI 02503750123, (hereafter "OIKOS")

and

## NAME AND CONTACT DETAILS OF THE SUB-GRANTEE

(collectively referred to as the "Parties")

#### **GIVEN THAT**

- Istituto Oikos has signed a Contract with the European Union (EU), represented by European Commission (the Contracting Authority), that appoints OIKOS as the Coordinator for the EU funded project "COAST COllaborative Actions for STrengthening Thai CSO's participation in Tackling Climate Change, Gender Equality and Social Inclusion" with grant code NDICI CSO 2023/450-987 started on 1st January 2024 and lasting 36 months;
- Istituto Oikos issued a Call for Proposals on [Date], and the Grantee submitted a proposal dated [Proposal Date];
- Istituto Oikos has selected the Grantee's proposal for funding based on the evaluation criteria set forth in the Call for Proposals;

## THE PARTIES AGREE THE FOLLOWING:

#### ART. 1. SCOPE OF WORK

The Grantee shall perform the activities and deliver the services described in Annex 1 ("Application form"), attached hereto and incorporated by reference.

#### ART.2. PARTIES' COMMITMENTS

The Parties agree on the pursuit of the purposes set out in the present contract and the execution of the specific obligations established therein.

#### **Istituto Oikos commitments**

Istituto Oikos commits itself to:

- Provide NAME OF THE SUB-GRANTEE with the financial resources necessary to carry out the activities of its competence, these funds will be released in 3 tranches, after having spent at least 80% of the previous installment and approval by Oikos of the related financial report;
- Provide NAME OF THE SUB-GRANTEE with adequate training on the administrative procedures to follow;

## NAME OF THE SUB-GRANTEE commitments

NAME OF THE SUB-GRANTEE commits itself to:

- Carry on the activities as per detailed in the sub-grant application form;
- Share midterm and final activity reports based on the template provided by Istituto Oikos (Annex II);
- Submit to Oikos a financial report after having spent at least 80% of the tranche, correlated with the scan of all the financial supporting documents;
- Adhere to the Code of Ethics and Conduct and the PSEA Policy of Istituto Oikos available on the website of Istituto Oikos (www.istituto-oikos.org);

## **Both parties' commitments**

Appointment of focal persons:

- a. The Coordinator appoints the Project Manager Mr. Federico Zuliani and the Project manager assistant Ms. Ampika Ananta as focal persons during the project implementation.
- b. NAME OF THE SUB-GRANTEE appoints the focal person during the implementation phase of the project named.....

Istituto Oikos and NAME OF THE SUB-GRANTEE will set up regular meetings to guide the activities foreseen under this contract and verify whether the results are meeting the expectations.

## ART. 4. BUDGET AND RESOURCES MANAGEMENT

The resources for the implementation of the project activities shall be managed in accordance with the administrative procedures of Istituto Oikos.

The sub-grantee's share will be transferred to the bank account of NAME OF THE SUB-GRANTEE, as per the below budget and in accordance with the payment procedures detailed in Art.5.

The total budget of the subgrant is xx

Any expenditure that exceeds the totals foreseen will not be considered as an eligible expense and Oikos will not be considered responsible to cover those expenses.

Any requests for changes in the budget must be agreed in advance with Istituto Oikos.

## ART.5. PROJECT ACCOUNTING AND TRANSFER OF FUNDS

Financial reporting must follow the procedures provided by Istituto Oikos. The project expenses shall be recorded in the Excel file *Prima Nota (Annex III)*, to be sent to Istituto Oikos

after having spent at least 80% of the tranche and before requesting the disbursement of the next tranche of payment, complemented by scanned copies of the expenses incurred. Based on advance requests made by NAME OF THE SUB-GRANTEE, Oikos will transfer the

amount entitled to xxxxxx to the following bank account:

- ACCOUNT NUMBER: XXX
- o IBAN: XXX
- o BIC/SWIFT: XXX
- ACCOUNT NAME: XXXX
- CURRENCY: Euro
- BANK NAME: XXXXX

The transfers shall follow the table below:

# payment	% out of the total	When	Amount THB	in
1st payment	<mark>50%</mark>	After signature of this Contract		
2 <sup>nd</sup> payment		Payment will be processed upon the following conditions:		
	40%	<ul><li>-having spent at least 80% of the previous installment</li><li>-approval by Oikos of the related financial report</li></ul>		
Final payment	10%	Payment will be processed upon the following conditions:  -having spent at least 80% of the previous installment -approval by Oikos of the related financial report approval of the related midterm and final report		

#### ART. 7 VISIBILITY

The present Agreement does not confer any right to use for advertising purposes or any other promotional activity any name or distinctive sign, or other designation of the other Party (including abbreviations). The Parties authorize the use of their own logo, trademark or other distinguishing mark, solely in documents and products within the scope of the implementation of the object of this contract.

All public communications and/or press releases concerning the project shall be made jointly by both Parties.

## ART.9 INTELLECTUAL PROPERTY

Any material developed by either Party for the project during the course of this contract, including written, graphic, audio, or other materials, contributions, or products, whether in tangible or computer media, shall remain the intellectual property of such Party, which shall grant to the other Party a royalty-free, non-exclusive right to distribute, use, and create derivative works, for any nonprofit purpose, in any media and in any territory.

Each Party shall properly cite and give proper credit to the other Party for its participation in the project in any public communication concerning the project, unless otherwise agreed by the Parties.

#### **ART.10 DURATION**

The present agreement is effective from the day of signature and lasts for a maximum of 12 months or in any case not later than 31/12/2025.

If the execution of this Agreement is made impossible for reasons of force majeure or for reasons resulting from war or extreme political disorders, each party is entitled to terminate the contract. In the event of a termination before the expiration of the contract, a final report and financial statement must be submitted by NAME OF THE SUB-GRANTEE to Istituto Oikos.

This contract may be suspended or terminated by either party before its expiry by giving written notice to the other party with a minimum notice period of three months.

xx/03/2024

Federico Zuliani SEA coordinator for Istituto Oikos Legal Representative of NAME OF THE SUB-GRANTEE

#### **ANNEXES**

Annex I – Application form Annex II – report template Annex III – PRIMA NOTA Annex IV – Code of Ethics and Conduct Annex V - PSEA Policy of Istituto Oikos