

SUBGRANTING AGREEMENT

BETWEEN

FUNDACIO PRIVADA PER A LA RECERCA I LA DOCENCIA SANT JOAN DE DEU (FSJD), with legal address at C/SANTA ROSA 39-57, ESPLUGUES DE LLOBREGAT 08950, Spain, hereinafter “Subcontracting Entity”, FSJD acting on behalf of the COMHOM Consortium,

and

BUDAPESTI MÓDSZERTANI SZOCIÁLIS KÖZPONT ÉS INTÉZMÉNYEI, with legal address at DÓZSA GYÖRGY ÚT 152, 1134 BUDAPEST XIII, Hungary, hereinafter “Subgrantee”,

Hereinafter, jointly or individually, referred to as “Parties” or “Party”.

The Parties AGREE to the following terms and conditions including those in the following Annexes, which form an integral part of this Sub-granting Agreement (hereinafter referred as the “Contract”). This subgranting agreement (hereinafter “*Agreement*”) is effective as of the **December 1st 2025** (hereinafter “*Effective Date*”).

WHEREAS

- A. The European Commission ("*the Commission*") and the COMHOM consortium (“the Consortium”) have concluded the grant agreement n° 101172624 (*the “Grant Agreement”*) on September 5th, 2024 (attached to this Agreement as **Annex 1**), for the purpose of conducting the project ‘A comprehensive approach to COMbating HOMElessness through monitoring and evaluation, data-driven solutions and digitalisation (COMHOM)’, hereinafter called the "Project".
- B. FSJD is the beneficiary in charge of the subgranting scheme on behalf of the Consortium according to the GA n° 101172624.
- C. The Subgrantee has participated in the COMHOM call for proposal and received the favourable resolution by the evaluation committee and therefore is entitled to receive funding according to the terms and conditions set out under this Agreement and in accordance with the Guidelines for Applicants of COMHOM open call (Annex 2).
- D. This Agreement aims at defining the framework of rights and obligations of the Parties for the development of the Project and participation of the subgrantee as defined in Annex 1.

IT IS THEREFORE AGREED THAT:

1. ENTRY INTO FORCE OF THE AGREEMENT

1.1 This Agreement shall enter into force on the day of its signature by the last Party.

1.2 This Agreement shall remain in force from the Effective Date (1 December 2025) until 31 October 2027 ("the Contract Period"), unless terminated earlier in accordance with Article 10 of this Agreement.

1.3 Notwithstanding the expiry or termination of this Agreement, certain obligations shall survive and continue beyond the Contract Period, including but not limited to:

- a) The obligation to maintain and update data on the COMHOM platform for five (5) years as set out in Article 2.8;
- b) Confidentiality obligations as set out in Article 5;
- c) Data protection obligations as set out in Article 6;
- d) Intellectual property rights as set out in Article 7;
- e) The obligation to retain documentation and make it available for audits for five (5) years after final payment as set out in Article 4.6.;
- f) Any payment obligations or reimbursement obligations arising during the Contract Period.

1.4 The Agreement Period may be extended only by written agreement of both Parties, subject to: (a) Prior written approval from the European Commission where required under the Grant Agreement; (b) Availability of funding from the European Commission; (c) Mutual agreement on any adjustments to deliverables, milestones, and financial terms

2. THE SUBGRANTEE WORK

2.1 The Subgrantee shall actively participate in the development, testing, and implementation of the COMHOM platform, undertaking the following obligations:

2.2 **Living Labs (LL)** – Engage in co-design, prototyping, and iterative testing of COMHOM tools and methodologies, providing feedback and participating in evaluations (surveys, interviews, focus groups) to assess impact, usability, and organisational change. [M1-M24]

Description	Category	Date
LL Session I: Co-creation in Solution Space	In-person meeting (during first CB in Greece)	December 2025
LL Session II: Co-creation in Solution Space	Online meeting	March 2026

LL Session III: Co-creation in Deployment Space	In-person meeting (during second CB in Finland)	June 2026
LL Session IV: Co-creation in Deployment Space	Online meeting	November 2026
LL Session V: Co-creation in Deployment Space	In-person meeting (during third CB in Ireland)	February 2027
LL Session VI: Co-creation in Deployment Space	Online meeting	June 2027
LL Session VII: Co-creation in Deployment Space	Online Meeting	December 2027

2.3 Monitoring & Evaluation (M&E) – Apply the standardised M&E framework provided by the Project, collect and report operational data in the required format (see Annex 3). [M1-M24]

Description	Category	Date
Identify missing variables M&E in the current data collection system	Task	December 2025 – January 2026
D.2: Starting point: subgrantees assessment on own systems and M&E	Deliverable	February 2026
M.1. Integrate COMHOM M&E to existing software	Milestone	January 2026 – March 2026
D.4 M&E Culture: Report on process and difficulties	Deliverable	May 2026

2.4 Data Integration – The Subgrantee shall integrate its existing data-collection software with the COMHOM platform following the COMHOM Platform Integration Guide (see Annex 4). [M2-M24]

Description	Category	Date
D.3. Data Protection & Security: Report on GDPR compliance of the data collection process	Deliverable	February 2026
Obtain consent from end-users to allow uploading of their pseudoanonymized data to the platform.	Task	February 2026-throughout the duration of the project (+5 years after the project finishes)

M.2. Successful first data integration into the COMHOM platform	Milestone	April 2026 – September 2026
D.6. Data Interoperability & Integration: Report on process and difficulties	Deliverable	September 2026
D.8. User experience: Report on accessibility and data visualisation	Deliverable	June 2027

2.5 Social Experimentation [M1-M24] – Integrate COMHOM tools into operations and provide feedback on feasibility and effectiveness through:

- Social Experimentation I – Piloting the M&E framework and digital transformation processes, including database integration and platform use.
- Social Experimentation II – Testing COMHOM AI-based tools.

The Subgrantee shall designate a Social Experimentation Responsible, being the same person as for the Capacity Building Programme. This person shall represent the entity, preferably holding a coordination or leadership role within the direct care team, shall attend meetings and activities, ensure the dissemination of knowledge and resources to the team, and shall be responsible for following and coordinating the digitalisation process within the entity.

Description	Category	Date
Designate an individual who will be the entity's representative.	Task	December 2025
Attend regular meetings for questions, doubts and follow-up	Online meeting	Monthly Check-ins
Attend specific sessions with subgroups (grouped by subgrantees' characteristics)	Online meeting	Every two weeks throughout the duration of the project
Attend ad hoc sessions to address specific needs or issues as they arise	Online meeting	Throughout the duration of the project
Complete feedback forms for evaluation purposes	Task	Throughout the duration of the project

2.6 Capacity Building – Attend three in-person training meetings and designated virtual sessions, appointing an English-speaking focal person to receive and cascade training. [M1-M24]

Description	Category	Date
Mentoring and support programme	Online Participation	December 2025 – December 2027
Capacity Building I (Greece)	In-person Meeting	December 2025
Capacity Building II (Finland)	In-person Meeting	June 2026
Capacity Building III (Ireland)	In-person Meeting	February 2027
D.1. Capacity Building I Subgrantees Assessment Report	Deliverable	December 2025
D.5. Capacity Building II Subgrantees Assessment Report	Deliverable	July 2026
D.7. Capacity Building III Subgrantees Assessment Report	Deliverable	March 2027

2.7 Communication & Dissemination – Contribute to Project dissemination, including publications and network promotion. [M1-M24]

Description	Category	Date
Organize communication and dissemination seminars to encourage the adoption of the M&E framework across the subgrantee network	Task	January 26-September 26
Contribute to dissemination of project progress and results	Task	January 26 – October 27
D.9. Report on C&D activities	Deliverable	October 27

2.8 The Subgrantee shall continue updating and maintaining its data in the COMHOM platform for a minimum period of five (5) years after the termination or expiry of this Agreement.

2.9 The Subgrantee is responsible for ensuring that the conduct of the work is to the required standards, is undertaken by the appropriate personnel and is carried out within the financial provisions and the schedule, if appropriate, or as may otherwise be mutually agreed in writing.

2.10 The Subgrantee declares that the personnel involved in the Services are hired in accordance with applicable labour legislation. Likewise, the Subgrantee certifies compliance with the tax regulations applicable to it under the legislation in force on the date of this Agreement.

2.11 The Subgrantee is not allowed to further subcontract any part of the work, apart from IT or legal consultancy services to support data integration, GDPR compliance, or other technical requirements.

2.12 All documents of whatever kind compiled during the course of the work on the Project will be held at the disposal of the COMHOM consortium for project objectives throughout the period of the Agreement and for five years thereafter.

3. REPORTING

3.1 The Subgrantee will provide FSJD with progress reports as set out below.

3.2 The Subcontracting Entity is required by the terms of Grant Agreement to submit to the European Commission Technical Reports as referred to in the Grant Agreement. To enable this requirement to be complied with, Subgrantee will provide to FSJD Technical Reports covering the progress and results achieved for each stage of the project as follows:

Reporting Action Name	Description (templates will be provided for all the deliverables)	Deadline
D.1 Capacity Building I Subgrantees Participation Report	Deliverable: Brief report describing the subgrantees' participation, an evaluation of the event and identifying next steps.	December 2025
D.2 Starting point: subgrantees assessment on own systems and M&E	Deliverable: Report on current systems and infrastructure, coordination needs and risk registration, data flow mapping the M&E gap analysis against COMHOM's framework	February 2026

M.1. Integrate COMHOM M&E to existing software	Milestone	March 2026
D.3 Data Protection & Security: Report on GDPR compliance	Deliverable: Report on Data Protection & Security posture of the organization, focusing on the data processing activities connected with M&E practices (e.g. legal basis, implementation of the privacy by design and by default principles, lawful use of the data collection software, etc.).	February 2026
D.4 M&E Culture: Subgranting Report on process and difficulties	Deliverable: Report describing the process of integrating the variables from the COMHOM M&E framework into the Subgrantee's software (or acquiring new software integrating the M&E framework).	May 2026
M.2. Successful first data integration into the COMHOM platform	Milestone	September 2026
D.5 Capacity Building II Subgrantees Assessment Report	Deliverable: Brief report assessing the subgrantees' participation, an evaluation of the event and identifying next steps.	July 2026
D.6 Data Interoperability & Integration: Report on process and difficulties	Deliverable: Report describing the process of data transformation, interoperability and data integration.	September 2026
D.7 Capacity Building III Subgrantees Assessment Report	Deliverable: Brief report assessing the subgrantees' participation, an evaluation of the event and identifying next steps.	March 2027
D.8 User experience: Report on accessibility and data visualisation	Deliverable: Report describing the social worker's user experience of the COMHOM platform.	June 2027

D.9 Report on C&D activities	Deliverable: Report describing the subgrantee's C&D activities (only for Option A)	October 2027
D.10 Final Report	Deliverable: Final assessment of the subgrantee's participation in the COMHOM project.	October 2027

4. FINANCIAL MODALITIES

4.1 The maximum financial contribution to be granted to the Subgrantee shall not exceed the amount of **fifty-nine thousand one hundred euros (59.100,00€)**.

4.2 The financial contribution to be granted to the Subgrantee shall be distributed in accordance with the following lump sum funding scheme:

Expected date of payment	% of grant to be paid	Upon reception of the following reports/milestones:
December 2025	60%	Signatures of the Subgranting Agreement
October 2026	25%	D.1, D.2 , D.3, D.4, D.5 M.1, M.2
October 2027	15%	D.6, D.7, D.8

4.3 The financial grant to be paid will always be subject to:

- The prior approval of deliverables and milestones by the subcontracting entity according to article 2 and 3.
- If it is not possible to complete a deliverable or milestone by the due date (including, but not limited to, technical reasons), the corresponding lump sum shall be paid only partially, in proportion to the degree of completion achieved. The determination of the partial amount shall be made on a case-by-case basis by the Subcontracting entity, taking into account the evidence of work performed and in consultation with the COMHOM steering committee where appropriate.

4.4 Reception of the corresponding invoice to be sent to:

Ref: COMHOM - Subgrantee 4 BMSKI

Fundació Privada per a la Recerca i Docència Sant Joan de Déu

NIF: G-62978689

Santa Rosa, 39-57, 4a planta - Edifici PCCB

08950 Esplugues de Llobregat, Barcelona, Spain

4.5 Payments to the Subgrantee will be made by the Subcontracting entity. In particular:

- The Subcontracting entity reserves the right to withhold the payments in case the Subgrantee does not fulfil with its obligations and tasks as per this Agreement.
- Banking and transaction costs related to the handling of any financial resources made available to the Subgrantee by the Subcontracting entity shall be covered by the Subgrantee.

4.6 The granting authority may carry out audits on the proper implementation of the action and compliance with the obligations under the Grant Agreement (Annex 1). To this end, the subgrantee concerned must keep all relevant information relating to the action, at least until the time-limit of 5 years after final payment.

4.7 The Parties acknowledge and agree that all payments made by the Subcontracting Entity (FSJD) under this Agreement are funded by the European Union under Grant Agreement No. 101172624 (COMHOM project) through the European Social Fund Plus (ESF+) programme. In the event of reduction, suspension, or non-payment of funds by the European Commission to the Subcontracting Entity, the following provisions shall apply:

- a) If the European Commission reduces the funding allocated to the COMHOM project or to the subgranting activities specifically, the Subcontracting Entity reserves the right to reduce the lump sum amount payable to the Subgrantee proportionally. The Subcontracting Entity shall notify the Subgrantee in writing within thirty (30) calendar days of receiving notification of the reduction from the European Commission. The Parties shall negotiate in good faith to adjust the scope of work accordingly.
- b) If the European Commission suspends or terminates the Grant Agreement, the Subcontracting Entity may suspend or terminate this Agreement in accordance with Article 10, without liability for any unpaid amounts that have not been received from the European Commission. Any amounts already paid to the Subgrantee that must be reimbursed to the European Commission shall be reimbursed by the Subgrantee to the Subcontracting Entity within sixty (60) calendar days of written request.
- c) The Subcontracting Entity shall not be held liable for any damages, losses, or costs incurred by the Subgrantee as a result of reductions, suspensions, or non-payment of funds by the European Commission, provided that the Subcontracting Entity has acted in good faith and has promptly notified the Subgrantee of any such circumstances.

4.8 The Subgrantee acknowledges that it has been informed of and accepts the conditional nature of the payments under this Agreement and the risks associated with EU-funded projects.

5. CONFIDENTIALITY

5.1 The Subgrantee will take all necessary steps to ensure that the requirements of the Grant Agreement in respect of the confidentiality and security of information, the protection of intellectual property and copyright arising from the Project are observed by its staff, employees or any other person acting on its behalf who may have the opportunity of acquiring information relating to the Project.

6. DATA PROTECTION

6.1 The Parties have the obligation to abide by the applicable Data Protection Laws.

6.2 The Subgrantee shall also adhere to and collaborate to apply the COMHOM Consortium guidelines on data management, data sharing, ethical use of data and to allow for audit procedures when needed.

6.3 The Parties acknowledge and agree that, for the purpose of achieving the Project objectives, they shall act as independent data controllers. In particular:

- a) The Subgrantee shall act as a data controller for the initial collection of personal data from the Data Subjects and for the subsequent preparation of the personal data in line with the M&E Framework. The Subgrantee shall then provide the personal data to the COMHOM Platform (“CHP”). The scope of the personal data to be uploaded to CHP is strictly defined in the Project's M&E framework and in the related documentation.
- b) The COMHOM consortium shall act as Data Controller of the Personal Data uploaded by the Subgrantee.
- c) The Parties shall ensure that all data sharing and processing activities rely on a valid legal basis in accordance with Articles 6 and 9 GDPR. The Subgrantee is responsible for the lawfulness of its data collection practices and subsequent sharing of the data. The COMHOM consortium is responsible for the lawfulness of its processing activities upon receipt of the data.
- d) To this end, the Subgrantee agrees to cooperate with the COMHOM consortium by undertaking the following actions on behalf of the consortium:
 - 1. Provide the COMHOM consortium’s Privacy Notice to the beneficiaries;
 - 2. Collect valid consent from the data subjects for the processing of their data by the COMHOM consortium, where consent is the identified legal basis.

The practical modalities for collecting such consent shall be defined in cooperation with the Consortium;

3. Cooperate in good faith to guarantee the exercise of Data Subject Rights based on a shared procedure that will be defined by the Parties.
- e) The Subgrantee shall implement appropriate technical and organisational measures (“TOMs”) to ensure the security of personal data. For the data shared with the COMHOM Consortium, a strong pseudonymisation technique shall be applied, in conjunction with other TOMs. The COMHOM consortium will provide specific guidance on the pseudonymisation techniques to be used. The Parties agree that the effectiveness of these pseudonymisation measures should be subject to assessment during the Project. If it is formally demonstrated and mutually agreed that the data held by the COMHOM consortium is rendered impossible to attribute to a specific data subject without the use of additional information held exclusively by the Subgrantee, the data may be re-classified from pseudonymous to anonymous. Any such change in data status and its implications for the application of the GDPR will be discussed, agreed upon, and formalised in *ad hoc* documentation.
 - f) In the event a personal Data Breach occurs on the Subgrantee’s systems, the Subgrantee shall be solely responsible for managing the breach in accordance with GDPR Article 33 and 34. The Subgrantee shall notify the COMHOM Consortium without undue delay only if the breach is relevant to, or impacts, the data shared or to be shared with the Consortium.
 - g) In the event a personal data breach occurs on the CHP, the COMHOM Consortium shall be solely responsible for its management. If required by law or by a competent authority to mitigate the effects of the Data Breach, and where such action is justified and proportionate, the Subgrantee shall actively cooperate with the COMHOM consortium to assist in reversing the pseudonymisation for the affected data subjects.
 - h) Should a portion of the platform be made available to the Subgrantee as a stand-alone operational service in the future, its use shall be regulated by a specific Data Processing Agreement (DPA). This agreement will define the respective roles and responsibilities of the Parties in compliance with the GDPR.
 - i) To pursue the Project objectives, the Subgrantee shall sign any relevant agreements, comply with secure data-sharing protocols, provide all required documentation to ensure transparency and integrity, and collaborate to update its internal documentation (e.g. privacy notices, data protection policies, etc.) if instructed by the COMHOM consortium.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 The Subcontracting Entity shall be the owner of any results generated by the work carried out by the Subgrantee under this Agreement.

8. COMMUNICATION, DISSEMINATION, AND VISIBILITY

8.1 Communication activities of the Subgrantees related to the action (including media relations, conferences, seminars, information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via traditional or social media, etc.), and dissemination activities must acknowledge EU support and display the European flag (emblem) and funding statement (translated into local languages, where appropriate):



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8.2 Any communication or dissemination activity related to the action must use factually accurate information. Moreover, it must indicate the following disclaimer (translated into local languages where appropriate):

“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 the European Social Fund. Neither the European Union nor the granting authority can be held responsible for them.”

9. EU VALUES

9.1 The Subgrantees must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).

9.2 If a Subgrantee breaches any of its obligations under this Article, the grant may be reduced.

10. AMENDMENTS

10.1 Any amendment to the Agreement in respect of notably milestones, timetable or costs will be determined by mutual agreement and will be subject to confirmation in writing by the Subcontracting Entity. The Subcontracting Entity shall obtain the written approval of the EC to such an agreement.

11. TERMINATION AND BREACH

11.1 Without prejudice to other termination rights under this Agreement, the Subcontracting Entity may terminate this Agreement with immediate effect by written notice to the Subgrantee if:

- a) The Grant Agreement No. 101172624 between the European Commission and the COMHOM consortium is terminated, suspended, or materially amended in a way that affects the subgranting activities;
- b) The European Commission refuses to reimburse costs related to the subgranting activities or requires the recovery of funds already paid;
- c) The continuation of this Agreement would place the Subcontracting Entity in breach of its obligations under the Grant Agreement with the European Commission.

11.2 In the event the Subgranting entity identifies that the Subgrantee:

- a) Breached its obligations under the Agreement, including the lack of impartial or objective performance of the Project because of conflicts of interest;
- b) Stopped to carry out its business object of this Agreement and therefore is not able or willing to continue the Project;
- c) Is engaged in a bankrupt or receivership process,

The Subgranting entity will give written notice requiring that such breach be remedied within 30 days. In case the Subgrantee has not brought remedies from the notice, the Subgranting entity may decide to terminate the Agreement unilaterally.

11.3 In the event that the breach of the contractual obligations has been manifestly intentioned or with gross negligence, the Subgranting entity may request the Subgrantee for the refund of the payments made to date.

12. APPLICABLE LAW AND COMPETENT COURT

12.1 This Agreement will be subject to the Law of Belgium.

12.2 Any dispute between the parties arising from the interpretation or application of the provisions of this subcontract which cannot be settled amicably shall be brought before the court of Brussels, Belgium.

13. LIABILITY

13.1 In any case, the selected organisations will need to comply with all applicable regulations and laws (e.g. AI Act). The Subgrantee shall have sole responsibility and liability for complying with any legal obligations' incumbent on him and in accordance with the conditions laid down in the Agreement (attached hereto).

14. ANNEXES

14.1 The Annexes forming an integral part of this subcontract are:

- a) Annex 1: Grant Agreement – PART A & B.
- b) Annex 2: Guide for Applicants.
- c) Annex 3: M&E Framework.

- d) Annex 4: COMHOM Platform Integration Guide.
- e) Annex 5: Bank Account Information Form.

15. MISCELLANEOUS

15.1 This Agreement, including its Annexes, constitutes the entire agreement of the Parties relating to the subject matter set out herein. This Agreement supersedes any prior oral or written agreement or understanding between the Parties.

15.2 The rights and obligations of the Parties, which by intent or meaning have validity beyond termination or expiration of this Agreement (including, but not limited to, rights with respect to ownership, payments, confidentiality) shall survive the termination of this Agreement.

15.3 This Agreement may be executed in counterparts and when bearing the signatures of all required parties hereto it shall constitute one and the same Agreement. The Parties agree that exchanged PDF copies of a signature or any other electronically generated signature used in execution of this Agreement shall constitute a binding original of this Agreement for all purposes.

AS WITNESS:

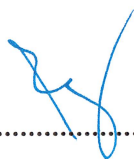
FUNDACIO PRIVADA PER A LA RECERCA I LA DOCENCIA SANT JOAN DE DEU (FSJD)

.....
Name: Emili Bargalló

Position: Director

Date:

Budapesti Módszertani Szociális Központ és Intézményei

.....




Name: Zakar Gergely

Position: Director

Date:

Annex 1: Grant Agreement PART A & B (attached separately)

Annex 2: Guide for Applicants (attached separately)

Annex 3: M&E Framework (attached separately)

Annex 4: COMHOM Platform Integration Guide (attached separately)

Annex 5: Bank Account Information Form

ACCOUNT HOLDER (as declared to the bank)

Full organisation name: Budapesti Módszertani Szociális Központ és Intézményei

Tax identification number: HU15493950

Address: 1134 Budapest XIII., Dózsa György út 152, Hungary

BANKING DETAILS

Bank Name: OTP Bank Nyrt

Address: 1051 Budapest, Nádor u. 6. Hungary

IBAN Code: HU37 11751841 00059884 00000000

Account number: n/a

BIC / SWIFT code: OTPVHUHB

