

GRANT CONTRACT
- EXTERNAL ACTIONS OF THE EUROPEAN UNION -

<Grant contract identification number>

(the 'Contract')

The European Union, represented by the Delegation of the European Union to the Republic of Serbia,
(the 'Contracting Authority')

of the one part,

and

<Full official name as mentioned in the LEF>

[<Legal status (organisation)>] [<title (individual)>]

[<Organisation official registration number>] [<Passport or ID number >]

<Full official address>

[VAT number, for VAT registered beneficiaries],

If a multi-beneficiary grant: [hereinafter the "Coordinator"]

[and

<Full official name as mentioned in the LEF of any co-beneficiary(ies)>

[<Legal status (organisation)>] [<title (individual)>]

[<Organisation official registration number>] [<Passport or ID number >]

<Full official address>

[VAT number, for VAT registered beneficiaries]

who have conferred powers of attorney for the purposes of the signature of the agreement to the Coordinator¹, collectively referred to as "Beneficiary(ies)" where a provision applies without distinction to the Coordinator and the co-Beneficiary(ies)]

of the other part,

(the 'Parties')

have agreed as follows:



¹ Model mandate provided in Annex A to the guidelines for applicants

Special conditions

Article 1 — Purpose

- 1.1 The purpose of this Contract is the award of a grant by the Contracting Authority to finance the implementation of the action entitled: <title of the Action> (the 'Action') described in Annex I.
- 1.2 The Beneficiary(ies) shall be awarded the grant on the terms and conditions set out in this Contract, which consists of these special conditions (the 'Special Conditions') and the annexes, which the Beneficiary(ies) hereby declares it has noted and accepted.
- 1.3 The Beneficiary(ies) accepts the grant and undertakes to be responsible for carrying out the Action.

Article 2 — Implementation period of the Action

- 2.1 This Contract shall enter into force on the date when the second of the two Parties signs.
- 2.2 Implementation of the Action shall begin on:
choose one of the following:
 - [the day following that on which the second of the two Parties signs]
 - [the first day of the month following the date on which the first instalment of pre-financing is paid by the Contracting Authority]
 - [<a later date (specify the date)>]
- 2.3 The implementation period of the Action, as laid down in Annex I, is <number of months>.
- 2.4 The execution period of this Contract shall end when the payment of the balance is made by the Contracting Authority and, in any event, at the latest 18 months after the end of the implementation period as stipulated in Article 2.3 unless postponed in accordance with Article 12.5 of Annex II.

Article 3 — Financing the Action²

- 3.1 The total eligible costs are estimated at EUR <amount, for Action grants, enter the amount in heading 11 of Annex III >, as set out in Annex III.
- 3.2 The Contracting Authority undertakes to finance a maximum amount of EUR <amount>.
The grant is further limited to <enter applicable percentage > of the total eligible cost of the Action specified in paragraph 1.
The final amount of the Contracting Authority's contribution shall be determined in accordance with Articles 14 and 17 of Annex II.
- 3.3 Pursuant to Article 14.7 of Annex II, <enter percentage, maximum 7 % ...>% of the final amount of direct eligible costs of the Action established in accordance with Articles 14 and 17 of Annex II, may be claimed as indirect costs.

Article 4 — Reporting and payment arrangements

- 4.1 Payments shall be made in accordance with Article 15 of Annex II option no. <choose 1 ,2 or 3> as set out in Article 15.1

[Option 1 and 2]

Initial pre-financing payment: EUR <amount>.

[Option 2 only.]

Note that the forecast instalments should be indicated as one global amount and not broken down per payment. The actual instalments will be based on the updated forecast for the next reporting period.

² In case of action grants, note that the amount awarded and percentages stated in this Article shall also be updated in Annex III Budget of the Action, in the worksheet 'Expected sources of funding and summary of estimated costs'.

The total sum of pre-financing payments may not exceed 90 % of the amount referred to in Article 3.2 of the Special Conditions, excluding not authorised contingencies.

Further pre-financing payments(s): EUR <amount> (subject to the provisions of Annex II).

[Option 1-2-3]

Balance of the final amount of the grant:

(subject to the provisions of Annex II): EUR <amount>

- [4.x if a financial guarantee is requested: The first instalment of pre-financing shall be accompanied by a financial guarantee amounting to EUR <amount, usually the amount of the first prefinancing payment> and complying with the requirements of Article 15.8 of Annex II.]

Article 5 — Contact addresses

- 5.1 Any communication relating to this Contract shall be in writing, state the number and title of the Action and be sent to the following addresses:

For the Contracting Authority

Payment requests and attached reports, including requests for changes to bank account arrangements shall be sent to:

Delegation of the European Union to the Republic of Serbia
Vladimira Popovica 40, GTC Avenue block 19a
11070 Belgrade, Serbia

For the attention of Mr. Antonio IZQUIERDO, Head of Contracts and Finance Section

Copies of the documents referred to above, and correspondence of any other nature, should be sent to:

Delegation of the European Union to the Republic of Serbia
Vladimira Popovica 40, GTC Avenue block 19a
11070 Belgrade, Serbia
For the attention of Ekmel CIZMECIOGLU , Project Manager

For the Coordinator

<address of the Coordinator for correspondence>

Article 6 — Annexes

- 6.1 The following documents are annexed to these Special Conditions and form an integral part of the Contract:

Annex I: Description of the Action (including the Logical Framework of the Project and the Concept Note)

Annex II: General Conditions applicable to European Union-financed grant contracts for External Actions

Annex III: Budget for the Action (worksheets 1, 2 and 3)

Annex IV: Procurement rules for Beneficiary(ies)

Annex V: Standard request for payment and financial identification form

Annex VI: Model narrative and financial report

Annex VII: Terms of reference for an expenditure verification of a European Union financed grant contract for external actions and model report of factual findings

[Annex VIII: Model financial guarantee]

Annex IX: Standard template for Transfer of Asset Ownership

- 6.2 In the event of a conflict between the provisions of the present Special Conditions and any Annex thereto, the Special Conditions shall take precedence. In the event of a conflict between the provisions of Annex II and those of the other annexes, those of Annex II shall take precedence.

[Article 7 — Other specific conditions applying to the Action]

- 7.1 The General Conditions in Annex II are supplemented by the following:

If any affiliated entity in line with the guidelines for applicants:

- [7.1.x For the purpose of this agreement, the following legal entities are considered as affiliated entities:

- <name of the legal entity>, affiliated to <name of the Beneficiary>;
- <name of the legal entity>, affiliated to <name of the Beneficiary>;

Costs incurred by these affiliated entities may be accepted as eligible, provided the entities concerned abide by all the relevant rules applicable to the Beneficiary(ies) under this Contract.

- 7.1.x VAT/ taxes, duties and charges are not eligible.

Apportionment for costs of local infrastructure in the partner country (field office)³

- [7.1.x -Where the implementation of the Action requires the setting up or the use of local infrastructure in the partner country (field office), the Beneficiary(ies) may declare as eligible direct costs the portion of capitalised and operating costs of the local infrastructure which corresponds to the duration of the Action at the rate of use of local infrastructure for the purpose of the Action, determined by the Beneficiary(ies) on the basis of a simplified allocation method, provided that the allocation method is:

- compliant with the Beneficiary(ies)'s usual accounting and management practices and applied in a consistent manner regardless of the source of funding, and
- based on an objective, fair and reliable allocation key .
- assessed and accepted by the evaluation committee, where applicable, and the Contracting Authority at the time of contracting.

In case costs are reported on the basis of a simplified method of allocation, adequate record and documentation must be kept by the Beneficiary(ies) to prove the compliance of the allocation method used with the conditions set out above.

Done in English in three originals, two originals being for the Contracting Authority and one original being for the Beneficiary(ies).

For the Beneficiary(ies) ⁴

Name

Title

Signature

Date


For the Contracting Authority

Name

Title

Signature

Date



³ To be inserted where the specific action requires it.

⁴ In accordance with the mandate conferred on the Coordinator, (see application form), the Coordinator signs this Contract also on behalf of the other Beneficiaries, who, therefore, do not need to individually sign this Contract to become parties to it.