

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 >*.
The grant is further limited to *<enter applicable percentage>* of the estimated 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 or Contracting Authority currency>*

[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*

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'.

reporting period. 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..... or Contracting Authority currency>

(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..... or Contracting Authority currency>]

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. Renaud Henoumont, 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 Svetlana Djukic, Project Manager

For the Coordinator

<address of the Coordinator for correspondence>

5.2 The expenditure verification(s) referred to in Article 15.7 of Annex II will be carried out by the Contracting Authority or any external body authorised by the Contracting Authority.

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: Contract-award procedures

Annex V: Standard request for payment and financial identification form

Annex VI: Model narrative and financial report

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 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 under this contract.~~

If financial support is provided for in the Guidelines for applicants (not applicable for operating grants):

~~7.1.x Financial support to third parties may only be awarded in compliance with the conditions set in the Guidelines for applicants and in accordance with the criteria and conditions laid down in the Description of the Action in Annex I.~~

optional

~~The maximum amount of financial support per each third party is limited to <EUR 10.000>.~~

7.2 The following derogations from the General Conditions shall apply:

7.2.1 Article 9.4 of the General Conditions shall be replaced by the following:

Where the amendment to the Budget or Description of the Action does not affect the basic purpose of the Action and the financial impact is limited to a transfer between items within the same main budget heading including cancellation or introduction of an item, or a transfer between main budget headings involving a variation of 25% or less of the amount originally entered in relation to each concerned main heading for eligible costs, the Coordinator may amend the budget and inform in writing without delay the Contracting Authority accordingly. This method may not be used to amend the headings for indirect costs, for the contingency reserve, for in-kind contributions or the amounts or rates of simplified cost options.

7.2.2 Article 14.9 of the General Conditions shall read as follows:

The following costs shall not be considered eligible:

- taxes, including value added taxes³;
- customs and import duties, or any other charges;
- purchase, rent or leasing of land and existing buildings;
- fines, financial penalties and expenses of litigation;
- operating costs, except where otherwise provided for under framework agreements with international organisations;
- second-hand equipment;
- bank charges, costs of guarantees and similar charges;
- conversion costs, charges and exchange losses associated with any of the component specific euro accounts, as well as other purely financial expenses;
- contribution in kind;
- any leasing costs;
- depreciation costs;
- debts and debt service charges (interest);
- provisions for losses or potential future liabilities;

³ VAT might be considered as eligible expense if following conditions are met: a) the value added taxes are not recoverable by any means; b) it is established that they are borne by the final beneficiary, and c) they are clearly identified in the project proposal

- costs declared by the Beneficiary(ies) and financed by another action or work programme receiving a Union (including through EDF) grant;
- credits to third parties
- salary costs of the personnel of national administrations.

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

For the Contracting Authority

Name

Name

Title

Title

Signature

Signature

Date

Date

⁴ In accordance with the mandate conferred on the Coordinator, (see section 5 of the 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.

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