GRANT CONTRACT

NUMBER:

OBJECT:
indiquer ici l'objet du contrat de subvention

MAXIMUM AMOUNT:
indiquer ici le montant maximal du financement qui pourra être versé au titre du contrat

NOTIFICATION	**DATE OF THE CONTRAT:**

Commenté [LV1]: A inscrire sur le CONTRAT (support papier) après notification du CONTRAT au BENEFICIAIRE.
(date de notification = date d'accusé de réception du courriel d'envoi en notification)

Between:

EXPERTISE FRANCE
(Hereafter mentioned as « THE CONTRACTING AUTHORITY»)
73, rue de Vaugirard, 75006 PARIS, France
French public, industrial and commercial agency registered under the following information and numbers:

- Corporate name: Agence Française d'Expertise Technique Internationale (AFETI)
- Statutory registration number: 808 734 792 00027
- VAT registration number: FR36 808734792

Represented by M. Jérémie PELLET, Chief Executive Officer,

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**]**,

Represented by

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 Coordinator, collectively referred to as "Beneficiary(ies)" where a provision applies without distinction to the Coordinator and the co-beneficiary(ies)]

of the other part,

(Hereinafter the 'Parties')

The present grant agreement is implemented in the framework of the cooperation project hereinafter mentioned as the "Main Contract" signed on XXXXX between XXXXX and XXXX dealing with "XXXXXXXXX" executed by [Expertise France] [a consortium led by Expertise France] [by a consortium led by "XXXXXXX"]

In that context, the above mentioned parties have agreed as follows:

SPECIAL CONDITIONS

Article 1 — Purpose

1.1 The purpose of this Contract is the award of a grant by the Contracting Authority to finance [for action grants: the implementation of the action entitled: <title of the Action> (the 'Action')] [for operating grants: an operating grant for <specify> (the 'Work Programme')] 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] [Work Programme] 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)>]
- [<exceptionally and subject to conditions on retroactive eligibility as stipulated in the Practical Guide, a date preceding the signature of the Contract but not preceding the Beneficiary(ies)'s request for a grant.(specify the date) >.]

2.3 The implementation period of the [Action] [Work Programme], 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 Action[1]

3.1 The total eligible costs are estimated at [EUR] >, 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 total eligible cost of the [Action] [for operating grants: operating budget] specified in Article 3.1.

The final amount of the Contracting Authority's contribution shall be determined in accordance with Articles 14 and 17 of Annex II.

Only for Action grants:

[1] 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'.

[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] [<Contracting Authority currency>] <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. 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] [<ISO Code from Contracting Authority currency>] <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] [<Contracting Authority currency>] <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.]

[4.x For operating grants or specific reporting requirements: <Specify the applicable reporting requirements and payment schedules/length of reporting period>]

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:

EXPERTISE FRANCE

Département XXXXX
À l'attention de Mr/Mme XXXXX
73, rue de Vaugirard
75006 PARIS – France

[A copy of the reports referred to in Article 4.1 shall be sent to the concerned at the following address: XXXXXXXXX >]

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 this one [European Commission] [Contracting Authority]]< name, address, telephone and fax numbers>].

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)] [operating grants: operating budget]

Annex IV: Procurement rules for Beneficiary(ies)

Annex V: Standard request for payment and financial identification form

[Annex VI: [Model narrative and financial report] [operating grants: <annex if specific models are to be used for activity reports and financial statements>]]

[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]

All these documents and the following special terms constitute the entire agreement between Parties dealing with the present Contract. They supersede all communications, procedures, arrangements, commitments and settlements that refer orally or in writing to its object and facts and that have been done by a Party or under its name to the other before the notification date. All these documents are the only one declaration of the terms of their agreement accepted and made by Parties.

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.

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] [<ISO Code of Contracting Authority currency>] <60.000 or less ..... >.]

optional

[Financial support is the main purpose of the Action.

If VAT, taxes, duties and charges are not eligible, i.e in one of the following cases:

1. the basic act/financing agreement excludes their eligibility
2. the Call for Proposal excludes their eligibility
3. for VAT, the activities supported through the grant are engaged in by the Beneficiary(ies) as a Member State public authority (police, justice and public domain management).

[7.1.x <VAT/ taxes, duties and charges > are not eligible [for the [following] activities as described in Annex I].

In case of accepted costs system (ineligible taxes, in kind contributions...)

7.1.x The following non eligible costs may be as considered part of the total accepted costs of the action for the purpose of co-financing, as follows: < clarify the conditions and specificities of the accepted costs, such as in-kind contributions, taxes, including VAT etc. for in kind either the amount of the contribution if known (ex. valorisation of goods etc.) or the way of calculation (ex. cost per day for work etc.) >

The corresponding cost must be included in the budget (Annex III and Annex VI) under heading 12.

The total accepted cost of the Action are estimated at [EUR] [<ISO Code of contracting Authority currency as above>] <enter the amount of heading 13 of Annex III>, as set out in Annex III.

The Contracting Authority's contribution set out in Article 3.2 is further limited to < enter applicable percentage >% of the estimated total accepted costs.

The final amount of the Contracting Authority's contribution shall be established in accordance with Articles 14 and 17 of Annex II. The percentages set with regard to the total eligible costs and total accepted costs shall apply cumulatively so that the Contracting Authority's contribution shall be limited to the lowest amount obtained by respectively applying the percentages to the final total eligible and accepted costs approved by the Contracting Authority. In case that the total accepted costs are equal to the total eligible costs, the percentage applicable to the total accepted costs applies to the total eligible costs to ensure the required co-financing.

7.2 The following derogations from Annex II shall apply:

For indirect management:

[7.2.x By way of derogation from Article 15.6 of Annex II, once the deadline laid down in Article 15.4 has expired, the Coordinator shall be entitled to late payment interest in accordance with Article 15.6. In such case, a demand must be submitted within two months of receiving late payment.

7.2.x Articles 1.3 and 1.4 of Annex II shall not apply]

If the objective of the Action is to reinforce the financial capacity of a Beneficiary or natural persons in most need and/or to generate an income to ensure its sustainability beyond the end of the present contract

[7.2.x The no-profit rule shall not apply to this Contract, according to Article 17.7 of Annex II:

choose

[a) actions the objective of which is the reinforcement of the financial capacity of a Beneficiary]

[b) actions which generate an income to ensure their continuity beyond the end of this Contract]

[c) other direct support paid to natural persons in most need, such as unemployed persons and refugees]]

[7.2.x By derogation to Article 15.9 of Annex II, and for the purpose of reporting, conversion into the currency set in the Special Conditions shall be made using the rate of exchange < insert here the exchange rate to be used for reporting according to Article 15.9 of Annex II >

[7.2.x By derogation to Article 15.10 of Annex II, costs incurred in other currencies than the one used in the Beneficiary(ies)'s accounts shall be converted (insert where the conditions listed in Article 15.10 of Annex II are not fulfilled)

Where one of the Beneficiaries is an International Organisation refer to annex e3h11_derogations_IOs for the clauses to insert here.

Commenté [VL2]: Clause à insérer à partir du doc e3h11 PRAG http://ec.europa.eu/europeaid/prag/document.do?nodeNumber=6.11

[7.2.x Any report sent with a payment request for further prefinancing or payment of the balance shall be considered approved if there is no written reply from the Contracting Authority within 45 days of its receipt accompanied by the required documents. Approval of the reports does not imply recognition of their regularity nor of the authenticity, completeness and correctness of the declarations and information they contain.]

Done in English in [two] [three] originals, [For contracts under indirect management: one original being for the Contracting Authority, one original being for the European Commission,] and one original being for the Beneficiary(ies).

For the Beneficiary(ies) [1]	**For the Contracting Authority**
Name	Name
Title	Title
Signature	Signature

[1] 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 – Date and original signature

Date Date