|  |  |  |
| --- | --- | --- |
|  | | **grant contract** |
|  | | **Number :** XXXX |
|  | | |
|  | | **OBJEct of contract :**  *Indicate here the object of the grant contract* |
|  | | |
|  | | **MAXIMUM GRANT AMOUNT OF CONTRACT :**  *Indicate here the maximum funding amount available under the contract* |
|  | | |
|  | **Date OF notification OF contraCt :** XXXXX | |

**Between:**

**Expertise France**

(Herein called « contracting authority »)

73, rue de Vaugirard, 75006 PARIS, France

Industrial and Commercial Public Establishment (ICPE) registered under the following numbers:

* Name : Agence Française d’Expertise Technique Internationale (AFETI)
* N° SIRET : 808 734 792 00027
* Intra-community VAT N° : FR36 808734792

Represented by Mr. Jérémie PELLET, Director General,

**On the one hand,**

**And:**

**Indicate here the coordinator’s name**

* Registration Number (Trade and corporate registry) :
* Other identifier :

Represented by

**And:**

**Indicate here name of co-beneficiary**

* Registration Number ( trade and corporate registry) :
* Other identifier :

Represented by

Herein jointly called the « Beneficiaries »,

**On the other,**

Herein called individually the « Party » and collectively the « Parties »,

This GRANT CONTRACT stems from the framework of the GCCA+ West Africa cooperation project, herein called « principal contract » signed on 28/12/2017 between Expertise France and the European Union, and pertaining to the « implementation of the West African regional component of the Intra-ACP program of the Global Climate Change Alliance Plus (GCCA+), executed by Expertise France.

**In witness whereof the following has been agreed:**

TABLE OF CONTENTS

[**ARTICLE 1 :** **Object of the grant CONTRACT** 5](#_Toc17971373)

[**ARTICLE 2 :** **Period of implementation of the action** 5](#_Toc17971374)

[**ARTICLE 3 :** **Financing of the action** 5](#_Toc17971375)

[**ARTICLE 4 :** **Reports and payment modalités** 6](#_Toc17971376)

[**ARTICLE 5 :** **CONTACTD Adresses** 7](#_Toc17971377)

[**ARTICLE 6 :** **Annexes** 8](#_Toc17971378)

[**ARTICLE 7 :** **OTHER SPECIFIC CONDITIONS applicable TO THE action** 8](#_Toc17971379)

1. **Object of the grant CONTRACT**

1.1 This grant contract (herein called the « Contract ») sets as its object the awarding, to implement the action called by the contracting authority , of a grant for the financing of the action called : <*name of action*> (herein, the «action»), described in Annexe I.

1.2 The grant is awarded to the beneficiary(ies) under the conditions stipulated in this contract, constituted by these special conditions (the «special conditions») and the annexes, which the beneficiary(ies) acknowledge and accept.

1.3 The beneficiary(ies) accept the grant and agree to implement the action under their responsibility.

1. **Period of implementation of the action**

2.1 The contract enters into force at the date of notification, after its signature by the two parties.

2.2 The implementation of the action begins the day after the notification date of the contract.

2.3 The period of implementation of the action, as specified in Annex I, is <number of months>.

2.4 The period of implementation of this contracts ends at the date of payment of the balance by the contracting authority, at the latest eighteen months after the end of the period of implementation mentioned in Article 2.3 below, unless it is postponed, in application of Article 12.5 of Annex II.

1. **Financing of the action**

3.1 The total amount of eligible costs is estimated at EUR <amount>, as detailed in Annex III.

3.2 The contracting authority agrees to fund a maximum amount of EUR <amount>.

The grant is further limited to <indicate the percentage applicable> % of the total amount of eligible costs of the action specified in point 1.

The final amount of the contracting authority’s contribution is set accordingly with Articles 14 and 17 of Annex II.

3.3 In compliance with Article 14.7 of Annex II, 5 % of the total amount of direct eligible costs of the action, set accordingly with Articles 14 and 17 of Annex II, can be requested as indirect costs.

1. **Reports and payment modalités**

4.1 Payments are made accordingly with Article 15 of Annex II, option n° 2, as specified in Article 15.1.

* + 1. One first instalment constituting the initial prefinancing of an amount of EUR <amount> shall be paid upon signing of this Grant Contract.
    2. The Coordinator shall open a bank account dedicated to the project to receive and manage the funds at maximum three (3) months after the signing of this contract.
    3. The Coordinator may engage expenditures on its own funds, upon signing of this contract, before the reception of the first prefinancing of the grant, pending the opening of the dedicated account.
    4. At each reception of funds, the Coordinator agrees to send an acknowledgement of receipt of funds (copy of the bank slip, copy of accounts statement or letter from the authorized person, dated and signed on its letterhead, no later than 7 working days after each payment.
    5. The Coordinator agrees to remit to Expertise France :
* A semi-annual narrative report of activities completed pursuant to the grant contract no later than on the 15th day of the month after the last semester.
* An annual narrative report (instead of the second semi-annual report of the year) presenting the effects and impacts achieved during the year under review, in addition to the activities completed, no later than on 15 January of the year following the last year.
* A quarterly monitoring table of the work plan implementation, no later than on the 15th of the month following the last quarter.
* A detailed financial report of the calendar year justifying funds utilization **no later than on the 30th of the month** following the past year, in accordance with the grids of Annex VI composed of :
* A signed and dated quarterly financial report, to be updated with the justified expenditures, according to the grid of Annex VI (tab 1),
* The list of expenditures (similar to a general ledger), drawn from the project’s accounting, respecting the project’s analytical coding (Annex VI – tab 4),
* A monitoring report of the budget, and a provisional plan updated for the next period (Annex VI – tab 3),
* A copy of all the accounting documents. Each voucher must be numbered and the numbers will reported on the list of expenditures.
* Quarterly financial reports justifying funds utilization **no later than 30 calendar days** **after each quarter according to the grids of Annex VI composed of :**
* A signed and dated quarterly financial report, to be updated with the justified expenditures, according to the grid of Annex VI (tab 2),
* The list of expenditures (similar to a general ledger), drawn from the project’s accounting, respecting the project’s analytical coding (Annex VI – tab 4),
  + 1. Upon request from the donor or from the contracting authority , the Coordinator agrees to remit to Expertise France the original documents justifying expenses incurred as part of this contract, translated in French or English, including:
* Invoices, receipts, signed perdiem lists, vouchers for salary payments ( payslips, timesheets, etc.), participants lists for trainings/seminars, etc.,
* Files of purchases exceeding the procurement competitive bidding threshold (Annex 4),
* Work, service and rental contracts, etc., and their riders, starting with the first justified expenditure ,
* Donation certificates, if any.

1. **CONTACTD Adresses**

5.1 All communications relating to this contract, including payment requests, related financial reports, bank account change requests, etc., must be sent to the following addresses, specifying the contract number and the title of the action.

For the Contracting authority

Project Coordination Unit (PCU) - GCCA+ West Africa

* The Head of Administration and Finance (HAF) – Mrs Estelle GARNIER - [estelle.garnier@expertisefrance.fr](mailto:estelle.garnier@expertisefrance.fr)
* The Pilot Projects Officer - [gccaplus.ao@expertisefrance.fr](mailto:gccaplus.ao@expertisefrance.fr)

Postal address (in case of necessary exchanges by post – for instance where necessary to add a rider to this contract, or express requests to send original documents :

**PCU GCCA+ AO**

To the attention of Mrs. Estelle GARNIER – HAF

C/O Regional Agency for Agriculture and Food (RAAF)

83 rue de la Pâture

Quartier SUPER TACO

01 BP 4817 – Lomé

TOGO

For the Coordinator

<Coordinator’s address where mail must be sent – please use same page layout/ setting as the contracting authority>

1. **Annexes**

6.1 The following documents are appended to these special conditions and are part and parcel of the contract:

Annex I: Description of the action (including the logframe of the project and the summary presentation note)

Annex II: General conditions applicable to grant contracts of Expertise France

Annex III: Budget of the action (spreadsheets 1, 2 and 3)

Annex IV: Procurement rules applicable in the implementation’s framework of grants awarded by Expertise France

Annex V: Payment request template and financial identification sheet

Annexe VI: Narrative and financial report template

Annex VII: Declaration on oath relating to exclusion criteria and to absence of conflict of interest s

Annex VIII: Assets transfer template

Annex IX: Grant management guide

These documents constitute, together with these special conditions, the entire contract between the parties relating to this contract. They cancel and replace all communications, undertakings, agreements, engagements, guaranties or arrangements related to its object and fact, verbal or written, by one party or on its behalf, that could have occurred before its date of notification. These documents are recognized by the parties as sole and complete representation of the terms of their contract.

Any modification of the contract or any renunciation to any rights under the contract must be the subject of a rider signed regularly by a duly empowered representative of each party.

6.2 In case of conflict between the provisions of these special conditions and those of the attached annexes, the special conditions shall prevail. In case of conflict between the provisions of Annex II and those of other annexes, the provisions of Annex II shall prevail.

1. **OTHER SPECIFIC CONDITIONS applicable TO THE action**

7.1 The general conditions in Annex II are completed by the following provisions:

7.1.1 For the purposes of this Contract, the following legal are considered as affiliate entities:

- < name of the legal person>, affiliated to <name of beneficiary>;

- < name of the legal person>, affiliated to <name of beneficiary>.

Costs incurred by the affiliated entities can be accepted as eligible costs, provide that these entities are in compliance with the relevant rules applicable to beneficiaries under this contract.

7.1.2. VAT, taxes, dues related to calls for proposals, purchases of supplies, equipment, goods and services carried out by the Coordinator are not eligible.

7.2 The following provisions are a derogation to Annex II:

7.2.1 By derogation to Articles 14.3, 14.4 and 14.5 of Annex II, simplifies costs options are not authorized as eligible costs.

By derogation to Article 14.9 h) of Annex II, salary costs of national administration staff are eligible, only to the limit where such costs are linked with activities that the relevant administration would normally not take charge of if the action was not achieved.

7.2.2 By derogation to Article 15.6 of Annex II, at the expiry of the deadline provided by Article 15.4, the Coordinator may obtain payment of delayed interests, in accordance with Article 15.6, on condition to request same within a period of two months after reception of the delayed payment.

7.2.3 By derogation to Article 15.7, the verification(s) of expenses vetted will be done by the contracting authority or by any external body designated by the contracting authority.

7.2.4 By derogation to Article 15.9 of Annex II, and for reporting purposes, the applicable rate of exchange between EUR and XOF is 0,00152449. For any other currency, the applicable exchange rate is that of the monthly euro info displayed on the internet Website:

<http://ec.europa.eu/budg/inforeuro/index?lang=fr&target=iframe#!/convertor>

7.2.5 By derogation to Article 7.6 of Annex II, the copies of transfer vouchers of equipment and vehicles, whatever may be the unit value of purchase of these assets, will be attached to the final report.

Done in English in four originals, one original remitted to the contracting administration, one to the European Commission, one to the ECOWAS and one to the beneficiary(ies).

|  |  |
| --- | --- |
| For the beneficiary :  In.....………....….., on...…….....20..  Handwritten mention "Read and approved":  Signature[[1]](#footnote-1)[1] : | For EXPERTISE France (the contracting authority ) :  This grant contract is accepted to serve as an act of engagement.    In.....………....….., le...…….....20....  Signature[[2]](#footnote-2)[2] : |

|  |
| --- |
| For the ECOWAS Commission (regional authority) :  This contract is validated to serve as notice of non-objection.  In.....………....….., on ..…….....20....  Signature[[3]](#footnote-3)[3] : |

1. [1] Original date and signature [↑](#footnote-ref-1)
2. [2] Original date and signature [↑](#footnote-ref-2)
3. [3] Original date and signature [↑](#footnote-ref-3)