**Please note this is for information only.**

|  |
| --- |
| **GRANT CONTRACT** |
| **Number : xxx** |
|  | |
| **OBJECT:**  *Object of the grant contract* |
|  | |
| **Maximum amount :**  *xxx* |

|  |  |
| --- | --- |
|  | |
| **NOTIFICATION DATE OF THE CONTRAT :** |

**Between:**

**Expertise France**

(Hereafter mentioned as « Expertise France »)

73, rue de Vaugirard , 75006 PARIS, France

French public, industrial and commercial agency registered under the following informations and numbers:

* Corporate number : Agence Française d’Expertise Technique Internationale (AFETI)
* SIRET Number: 808 734 792 00027
* Intra-community VAT number : FR36 808734792

Represented par Mr Jérémie PELLET, Managing Director,

of the one part and

Full official name of the organisation/project holder as mentioned in the full proposal

Legal status of the organisation

Title of the individual representing the organisation

Organisation official registration number, Passport or ID number

Full official address

If applicable: VAT number, for VAT registered beneficiaries.

If a multi-beneficiary grant: hereinafter the “Coordinator”

and

Full official name of the co-beneficiairies as mentioned in the full proposal

Legal status of the organisation

Title of the individual representing the organisation

Organisation official registration number, Passport or ID number

Full official address

If applicable: VAT number, for VAT registered co-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,

(the ‘Parties’)

The present grant agreement is implemented in the framework of the cooperation project hereinafter mentioned as the “Main Contract” signed on 22 March 2019 between The European Union, represented by the European Commission (Director General Sector and Global Programs, the Head of Foreign Policy Instruments Asia/Pacific, and the Head of Division Climate, Environment and Infrastructure), and Expertise France, represented by its Director General, dealing with Reducing plastic waste and marine litter in East and South East Asia – supporting a transition to a circular economy in the region” executed by a consortium led by GIZ.

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 Expertise France to finance the implementation of the action entitled: <title of the Action> (the ‘Action’) described in Annex F-1.

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 the day following that on which the second of the two Parties signs.

2.3 The implementation period of the Action, as laid down in Annex F-1, is <number of months>.

2.4 The execution period of this Contract shall end when the payment of the balance is made by Expertise France 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 F-II.

**Article 3 — Financing the Action[[1]](#footnote-1)**

3.1 The total eligible costs are estimated at amount in EUR, as set out in Annex B.

3.2 The Contracting Authority undertakes to finance a maximum amount of amount in EUR.

The grant is further limited to applicable percentage of the total eligible cost of the Action specified in paragraph 1.

The final amount of Expertise France contribution shall be determined in accordance with Articles 14 and 17 of Annex F-II.

Only for Action grants:

3.3 Pursuant to Article 14.7 of Annex F-II, 5% of the final amount of direct eligible costs of the Action established in accordance with Articles 14 and 17 of Annex F-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 F-II option no. 1 as set out in Article 15.1

Initial pre-financing payment: amount in EUR.

4.2 The Coordinator will open a bank account dedicated to the project to receive and manage the funds no more than three (3) months after the signing of this contract.

4.3 The coordinator may incur expenses from equity upon signature of this contract, before receipt of the first pre-financing of the grant by the time the dedicated account is opened.

4.4 On each receipt of funds, the Coordinator undertakes to send an acknowledgment of receipt of the funds (copy of the bank notice, copy of the statement of accounts or letter from the authorized person) dated and signed by his head, to later than 7 working days after each payment.

4.5 The Coordinator undertakes to submit to Expertise France:

* Every month, a monitoring table of the implementation of the work plan no later than the 15th of the month following the past month.
* Every three months, financial reports justifying the use of funds no later than 30 calendar days at the latest after each quarter according to the frameworks of Annex F-VI composed of:
  + A quarterly financial report, dated and signed, to be updated with the justified expenses, see the grid in Annex F-VI,
  + The list of expenses (equivalent to a General Ledger) extracted from the project accounts, respecting the analytical codification of the project Annex F-VI.
* Every six months, a narrative report of activities carried out within the framework of the agreement no later than the 15th of the month following the past semester.
* Within 15 days following the project completion, a final narrative report reflecting the effects and impacts achieved, in addition to the activities carried out.
* Within 15 days following the project completion, a detailed financial report justifying the use of the funds according to the frameworks of Annex F-VI composed of:
  + A financial report, dated and signed, to be updated with the justified expenditure, according to the grid in Annex F-VI,
  + The list of expenses (equivalent to a General Ledger) extracted from the project accounts, respecting the analytical codification of the project (Annex F-VI),
  + Monitoring of the budget and updated forecast for the following period (Annex F-VI),
  + The copy of all the accounting documents. Each supporting document will be numbered and the numbers will be included in the list of expenses.

4.6 At the request of the European Union or the contracting authority, the Coordinator undertakes to provide Expertise France with the originals of the documents justifying the expenses incurred under this contract, translated into English, including:

- Invoices, receipts, signed perdiem lists, proof of payment of salaries (pay slips, time sheets, transfers, receipts etc.), participant lists if training / seminar, etc.,

- Purchase files above the threshold for competitive tendering,

- Work, service, rental contracts, etc., and their endorsements, at the first justified expense,

- Donation certificates if applicable.

(subject to the provisions of Annex F-II): amount in EUR

**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

A copy of the reports referred to in Article 4.1, payment requests and related reports, including requests for changes to bank account arrangements shall be sent to:

To

**Mrs Fanny Quertamp**

[fanny.quertamp@expertisefrance.fr](mailto:fanny.quertamp@expertisefrance.fr)

Copy

**Ms. Ngo Hong Nhung**

[ngo.hong.nhung@expertisefrance.fr](mailto:ngo.hong.nhung@expertisefrance.fr)

For any eventual amendments to the contract, or express requests for orginal copies, please send these to:

**Expertise France**

to the attention of Ms. Fanny Quertamp

59 Ham Long, Hoan Kiem, Hanoi

Vietnam

For the Coordinator

<address of the Coordinator for correspondence>

[5.2 The expenditure verification(s) referred to in Article 15.7 of Annex F-II will be carried out by Expertise France or any external body authorised by this one.

**Article 6 — Annexes**

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

Annex 1: Description of the Action (including the Logical Framework of the Project  
and the Concept Note)

Annex F-I: Procurement rules for Beneficiary(ies)

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

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

Annex F-V: Standard request for payment and financial identification form

Annex F-VI: Model narrative and financial report

Annex F-VII: Standard template for transfer of asset ownership

Annex F-VIII: Guidelines and checklist for assessing action budgets

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:

7.1.1. 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.

7.1.2. VAT/ taxes, duties and charges are not eligible for the activities as described in Annex I.

The total accepted cost of the Action are estimated at [amount EUR] <enter the amount of heading 13 of Annex B>, as set out in Annex B.

The Contracting Authority's contribution set out in Article 3.2 is further limited to 7% 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 F-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 F-II shall apply:

7.2.1 By way of derogation from Article 15.6 of Annex F-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.

7.2.3 By way of derogation from article 15.7, the verification (s) of the expenditure concerned will be / will be carried out by the contracting authority or any external body designated by the contracting authority.

7.2.4 By derogation to Article 15.9 of Annex F-II, and for the purpose of reporting, conversion into the currency set in the Special Conditions shall be made using the rate of exchange that of the monthly euro info rate indicated on the website: <http://ec.europa.eu/budg/inforeuro/index?lang=fr&target=iframe#!/convertor>

7.2.5 By way of derogation from Article 14.9 h) of Annex II, the cost of the salaries of the staff of the national administrations are eligible, only to the extent that these costs are linked to activities that the administration concerned would not normally pay for if the action was not carried out.

Done in English in three originals: 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) [[2]](#footnote-2)** | | **For the Contracting Authority** | |
| Name |  | Name |  |
| Title |  | Title |  |
| Signature |  | Signature |  |
| Date |  | Date |  |

1. In case of action grants, note that the amount awarded and percentages stated in this Article shall also be updated in Annex B Budget of the Action, in the worksheet ‘Expected sources of funding and summary of estimated costs’. [↑](#footnote-ref-1)
2. 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 [↑](#footnote-ref-2)