

[How to complete these special conditions:]

- < ... >, **enter the information** relevant to the call for proposals in question.
- The phrases within [] should only be **included if appropriate**
- the paragraphs shaded in grey should only be **amended/included** in exceptional cases, dictated by the requirements of a particular call for proposal procedure.

In no circumstances may you alter any other part of these standard instructions.

Note that the special conditions provide for allowed deviations from the general conditions. The use of further deviations from the general conditions requires an exception to be granted by the relevant services of the European Commission.

Please remember to delete this paragraph, any other text with yellow highlighting and all such brackets in the final version]

GRANT CONTRACT
- EXTERNAL ACTIONS OF THE EUROPEAN UNION -

<Grant contract identification number>

(the ‘contract’)

[The European Union, represented by the European Commission or [<full name and address of the contracting authority>], (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 [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>.]
- 2.3 The implementation period of the [action] [work programme³], 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 action⁴

- 3.1 The total eligible costs are estimated at [EUR] [<currency of the country to which the contracting authority belongs>] <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] [<contracting authority currency as above>] <amount>.

The grant is further limited to <enter applicable percentage > of the total eligible cost of the [action] [for operating grants: operating budget] 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.

² In the case of an operating grant costs may neither have been incurred before the grant application was submitted nor before the start of the beneficiary's budgetary year.

³ The duration of operating grants may not exceed 12 months.

⁴ 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'.

Only for action grants:

- [3.3 Pursuant to Article 14.8 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] [<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>]
- 4.2 An electronic system will be used by the contracting authority and the beneficiary(ies) for all stages of implementation including, inter alia, management of the contract (amendments and notifications), reporting (including reporting on results) and payments. The beneficiary(ies) will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract. With regard to interim and final reports, the beneficiary(ies) will be expected to use the forms in the electronic system for encoding and submitting the reports.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 2 above, or at a later date. In the latter case, the contracting authority will inform the beneficiary(ies) in writing that he/they will be required to use the electronic system for all communications within a maximum period of 3 months.

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

[Option 1: where the contracting authority is the European Commission:

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

European Commission

<Directorate-General for International cooperation and Development — EuropeAid/EU Delegation>

For the attention of <address of the finance unit/section>

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

< Directorate-General for International cooperation and Development — EuropeAid /EU Delegation >

For the attention of <address of the management unit/section>]

[Option 2: where the contracting authority is not the European Commission:

<address of the contracting authority's management department>]

[A copy of the reports referred to in Article 4.1 shall be sent to the concerned service of the European Commission, at the following address: <address of Directorate-General for Development and Cooperation — EuropeAid /EU Delegation >]

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 [European Commission] [contracting authority]]⁵ < 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]

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:

⁵ In case the contracting authority has its own audit and verification system

- <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:

[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.

Option 1

[The maximum amount of financial support per each third party is limited to [EUR] [<ISO code of contracting authority currency>] <60 000 or less >.]

Option 2

Financial support to third parties above EUR 60 000 per each third party is only allowed where achieving the objectives of the actions would otherwise be impossible or overly difficult. [The maximum amount of EUR 60 000 per each third party will not be applicable as achieving the objectives of the actions would otherwise be impossible or overly difficult.]

7.1.x In the framework of financial support to third parties funds that are disbursed and the subject of a formal legal commitment between the coordinator (or its co-beneficiaries and affiliated entities) and a third party are taken into account when calculating the thresholds allowing the release of the further prefinancing payment in accordance with conditions laid down by art 15.1, option 2, point (ii) of Annex II.

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 proposals 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 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 contributions, indicate the estimated value of the contribution and the method of calculation. >

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 the 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.

In case the beneficiary(ies) wants to set a specific exchange rate to be applied to the amount of expenses pre-financed by the beneficiary(ies) (or other donors) at the end of the action (amount of the balance):

[7.1.x -The exchange rate to be applied in case of a positive balance pre-financed by the beneficiary(ies) (or other donors) at the end of the action is <enter applicable rule/criteria to determine the exchange rate> according to the usual accounting practice of the beneficiary(ies).

Apportionment for costs of local infrastructure in the partner country (field office)⁶

[7.1.x -Where the implementation of the action requires the setting up or the use of local infrastructure in the partner country (project office), the beneficiary(ies) may declare as eligible only the portion of the capitalised and operating costs of the project office which corresponds to the duration of the Action and the rate of actual use of the project office for the purposes of the Action.

Costs of the project office not declared as actual costs are only eligible if they have been ex ante-assessed by the European Commission.

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.

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.

For EDF only where the contract implements a financing agreement concluded following a 2013 or earlier template

⁶ To be inserted where the specific action requires it.

[7.2.x The initial pre-financing payment shall be made within 45 days of receipt of the payment request by the contracting authority.]

For EDF only where the contract implements a financing agreement concluded following a 2014 or later template

[7.2.x The initial pre-financing payment shall be made within 60 days of receipt of the payment request by the contracting authority.]

[If under a financing agreement signed before 01.01.2013 when the Commission makes payments on behalf of the contracting authority (in decentralised management for both EDF and BUDGET)]

[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.]

7.3 For direct management insert the following

The entity acting as a data controller as provided for in Article 1.3 and 1.4 of the general conditions is:

[For DG DEVCO the head of legal affairs unit of DG International Cooperation and Development]

[For any other DG <please add the function of your controller >.]

For indirect management insert the following

For the purpose of Article 1.3 and 1.4 of the general conditions, for the part of the data transferred by the contracting authority to the European Commission the controller for the processing of personal data carried out within the Commission is

[For DG DEVCO the head of legal affairs unit of DG International Cooperation and Development.]

[For any other DG <please add the function of your controller >.]

For indirect management

7.3x Articles 1.3 and 1.4 of Annex II shall be replaced by the following:

[1. Processing of personal data related to the implementation of the grant contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

2. To the extent that the grant contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the grant contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the grant contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the grant contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC⁷ and as detailed in the specific privacy statement published at ePRAG.]

⁷ OJ L 205 of 21.11.2018, p. 39.

Done in English in [two] [three] originals, [For contracts under direct management: [one] [two] originals being for the European Commission] [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) ⁸

For the contracting authority

Name

Name

Title

Title

Signature

Signature

Date

Date

[For contracts under indirect management (only in the case of ex ante control if the European Commission makes the payments under the contract and if required (see indirect management with ex-ante controls, Section 6.5.8.6 of the practical guide)):

Endorsed for financing by the European Union

Name

Title

Signature

Date]

⁸ 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.