



DRAFT GRANT CONTRACT

<Grant contract identification number>

(the 'contract')

The Italian Agency for Development Cooperation (AICS)

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 not later than 15 calendar days following the second of the two parties signs.
- 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, as set out in Annex III, set as the official currency of the contract.
- 3.2 The contracting authority undertakes to finance the amount of EUR <amount>.
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 14.8 of Annex II, 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.

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’.



Article 4 — Reporting and payment arrangements

- 4.1 Payments shall be made in accordance with Article 15 of Annex II, except for Article 15.1 (Payment procedures).

The total amount funded by AICS for the action is: EUR to be transferred as follows:

1st Installment: EUR..... (in letter) equal to 50% (fifty per cent) of the amount funded by AICS for the action to be transferred after the receipt of an official letter from the implementing partner stating the beginning of the project activities.

2nd installment: EUR..... (in letter) equal to 40% (forty per cent) of the amount funded by AICS for the action to be transferred after the official approval from AICS Khartoum of the interim report (narrative and financial) submitted by the coordinator. The report (financial and narrative) must be submitted after 80% (eighty per cent) of the first installment has been spent.

3rd installment: EUR..... (in letter) equal to 10% (ten per cent) of the amount funded by AICS for the action as balance to be transferred after the official approval from AICS Khartoum of the final report (narrative and financial) submitted by the coordinator.

- 4.2 The first instalment of pre-financing shall be accompanied by a financial guarantee amounting to EUR 50% of the total amount funded by AICS and complying with the requirements of Article 15.8 of Annex II.

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

procurement.sudan@aics.gov.it

A copy of the reports referred to in Article 4.1 shall be sent the following address:

fabio.monni@aics.gov.it

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 any external body authorised by the contracting authority³ < 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
 - Annex IV: Procurement rules for beneficiary(ies)
 - Annex VI: Model narrative and financial report
 - Annex VII: Terms of reference for an expenditure verification of grant contract funded by AICS
 - 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. 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.

- 7.2. By derogation to Article 15.9 of Annex II, and for the purpose of reporting, conversion into the currency set in the special conditions (EUR, as set in the Article 3 of the Special Condition) shall be made using the monthly InforEuro rate of exchange: https://commission.europa.eu/funding-tenders/procedures-guidelines-tenders/information-contractors-and-beneficiaries/exchange-rate-inforeuro_it.
- 7.3. The initial pre-financing payment shall be made within 45 days of receipt of the payment request by the contracting authority.
- 7.4. 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.
- 7.4. 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.



Done in English in two originals, one original being for the contracting authority, and one original being for the beneficiary(ies).

For the beneficiary(ies) ⁴

Name

Title

Signature

Date

For the contracting authority

Name

Title

Signature

Date

⁴ 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.