|  |
| --- |
| **Grant contract** |
| **Number :** 20-SBxxx1 |
|  | |
| **Object:**  DEVELOPING SYSTEM OF RESEARCH AND ANALYSIS OF THE RELEVANT INFORMATION ABOUT REGIONAL PROSECUTORS’ OFFICES THROUGH LOCAL CIVIL SOCIETY |
|  | |
| **Maximum amount :**  20,000 EUR |

|  |  |
| --- | --- |
|  | |
| **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 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**]**,

of the other part,

(the ‘Parties’)

The present grant agreement is implemented in the framework of the cooperation project ENI 2017/390764 hereinafter mentioned as the “Main Contract” signed on 7/12/2017 between Expertise France and the European Union, represented by the Delegation of the European Union to Ukraine, dealing with the Action “Support to Justice-Related Reforms in Ukraine (Pravo-Justice)” executed by a consortium led by Expertise France.

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

**SPECIAL CONDITIONS**

**Article 1 — Purpose**

1.1 The purpose of this Contract is the award of a grant by Exerpertise France to develop a system of research and analysis of information on regional prosecutors’ offices through local civil society, 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 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 I, is 3 months (the duration may be extended upon beneficiary request).

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 II.

**Article 3 — Financing the Action**

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

3.2 The Contracting Authority undertakes to finance a maximum amount of 20,000 EUR.

The grant is further limited to xxxxx 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 II.

3.3 Pursuant to Article 14.7 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.

**Article 4 — Reporting and payment arrangements**

4.1 Payments shall be made in accordance with Article 15 of Annex II option no. 1 as set out in Article 15.1:

Initial pre-financing payment: 70 % of the grant maximum amount.

Balance of the final amount of the grant: 30 % of the grant maximum amount.

**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: [gabrielle.davezac@expertisefrance.fr](mailto:gabrielle.davezac@expertisefrance.fr)

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

**Expertise France**

Département of Democratic Governance and Human Rights

À l’attention de Mme Gabrielle d’Avezac et Wendy Evora

73, rue de Vaugirard

75006 PARIS – France

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 Expertise France or any external body authorised by it.

**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 (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).

Annex IV: Procurement rules for Beneficiary(ies)

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 settelments 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:

7.1.1 All visibility measures shall comply with the Communication and Visibility Manual for European Union External Actions laid down and published by the European Commission[[1]](#endnote-1).

All publications produced under this Action shall bear the EU logo and mention the following text: “This project is funded by the European Union”. In Ukrainian: “Цей проект фінансується Європейським Союзом”. They shall also include the following disclaimer: “This publication has been produced with the assistance of the European Union. The content of this publication does not necessarily reflect the views of the European Union.”

7.1.2 In accordance with EU guidelines applicable to the Main Contract[[2]](#endnote-2), per diems are not considered as a simplified cost option when the Beneficiary reimburses a fixed amount to its staff in accordance with its staff rules and requests the reimbursement of that amount in the Action Budget. Such per diems are considered actual costs.

7.1.3 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.

7.1.4 VAT/ taxes, duties and charges that are recoverable/deductible by the Beneficiary are not eligible for the activities described in Annex I.

7.2 The following derogations from Annex II shall apply:

7.2.1 By derogation to Article 14.9 h) “Non-eligible costs” of Annex II, salary costs of the personnel of national administrations are eligible only to the extent that they relate to the cost of activities which the relevant public authority would not carry out if the Action were not undertaken.

7.2.2 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 Expertise France 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.

7.2.3 By derogation to Article 15.1 of Annex II, Article 4.1 of the present Special Conditions shall apply.

7.2.4 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 InforEuro (<https://ec.europa.eu/budget/graphs/inforeuro.html>)

7.2.5 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 using the exchange rate from InforEuro (<https://ec.europa.eu/budget/graphs/inforeuro.html>)

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) [[3]](#footnote-1)** | | **For the Contracting Authority** | |
| Name |  | Name |  |
| Title |  | Title |  |
| Signature |  | Signature |  |
| Date |  | Date |  |

1. Found at: <https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en> [↑](#endnote-ref-1)
2. E3a2, Annex K - Checklists for Simplified Costs. <http://ec.europa.eu/europeaid/prag/document.do?isAnnexes=true> [↑](#endnote-ref-2)
3. 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-1)