

[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 Italian Agency for Development Cooperation, Nairobi Office, (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 the implementation of the action entitled: AID 11336 Food distribution in Democratic Republic of Congo.....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: September 2021.....
choose one of the following:
- [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<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.. [EUR]
The grant is further limited to 100% of the total eligible cost of the [action] 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.

Only for action grants:

- [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.]

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 80%: EUR < amount>.
Balance of the final amount of the grant 20%:
(subject to the provisions of Annex II):EUR <amount>
- 4.2 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.

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’.

4.3 The funds of the balance shall be disbursed upon the submission of the model narrative and financial report in accord to the art. 15.3 of the General Conditions (Annex G IV), concerning the use of the initial pre-financing payment.

4.4 The beneficiary may decide to not apply for the Initial pre-financing payment. In this case the Applicant can request the full refund upon the submission of the model narrative and financial report in accord to the art. 15.3 of the General Conditions (Annex G IV).

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

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

<address of the contracting authority's: segreteria.nairobi@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 the contracting authority]

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)

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)

Annex V: Standard request for payment and financial identification form

Annex VI: [Model narrative and financial report] [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.

Done in English in [two] [three] originals, [For contracts under direct management: [one] [two] originals being for the AICS] [For contracts under indirect management: one original being for the contracting authority, one original being for the AICS ,] and one original being for the beneficiary(ies).

For the beneficiary(ies) ³

Name

Title

Signature

Date

For the contracting authority

Name

Title

Signature

Date

³ 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.