

# GRANT CONTRACT

- AICS NAIROBI -

CIG 8733119DC5

(the 'contract')

Italian Agency for Development Cooperation, Nairobi Office  
United Nations Crescent Road – Gigiri  
P.O. Box 63389 - 00619 Muthaiga (Nairobi), Kenya  
(the 'contracting authority')

of the one part,

and

**AVSI Fondazione**

Non-Profit organisation  
Organisation official registration number: 2990  
Via Donatello 5/B  
20131 Milan,  
Italy

hereinafter the 'coordinator'

and

- **Res4Africa Foundation**  
Non-Profit organisation  
Via Ticino n. 14 – 00198 Rome (RM)  
Italy
- **Eni S.p.A (Associate)**  
Piazzale Enrico Mattei, 1 00144 Rome  
Italy
- **St. Kizito Vocational Training Institute**  
Githurai Mwhoko – PO BOX 759-00618 Ruaraka  
Nairobi  
Kenya

who have conferred powers of attorney for the purposes of the signature of the agreement to the coordinator<sup>1</sup>, 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:

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<sup>1</sup> Model mandate provided in Annex A to the guidelines for applicants.

August 2020

Grant contract AVSI\_draft\_final - without track-change



## 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: “Private Sector and Innovative Energy Technologies development in Kenya” (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 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 **36 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 action<sup>2</sup>

- 3.1 The total eligible costs are estimated at **EUR 544,190.00** as set out in Annex III.
- 3.2 The contracting authority undertakes to finance a maximum amount of **EUR 496,000.00**.  
The grant is further limited to **91.15%** 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.
- 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.2 as set out in Article 15.1  
Initial pre-financing payment: **EUR 370,172.09**  
Further pre-financing payment: **EUR 76,227.91**  
Balance of the final amount of the grant: **EUR 49,600.00**

(subject to the provisions of Annex II):

- 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

<sup>2</sup> 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’.

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

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

AICS Nairobi

For the attention of the Private Sector Programme Officer  
Italian Agency for Development Cooperation, Nairobi Office  
United Nations Crescent Road – Gigiri  
P.O. Box 63389 - 00619 Muthaiga (Nairobi)  
Kenya

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

AICS Nairobi

For the attention of the Administrative Officer  
Italian Agency for Development Cooperation, Nairobi Office  
United Nations Crescent Road – Gigiri  
P.O. Box 63389 - 00619 Muthaiga (Nairobi)  
Kenya

For the coordinator

AVSI Regional Manager for Southern and Eastern Africa  
P.O. Box 759 – 00618, Thika road, Exit 8  
St. Kizito Building, Ruaraka, Nairobi - KENYA

- 5.2 The expenditure verification referred to in Article 15.7 of Annex II will be carried out by an external body authorised by AICS Nairobi:

Ernst & Young LLP  
Certified Public Accountants (Kenya)  
Kenya-Re Towers  
Off Ragati Road, Upper hill  
P. O. Box 44286 - 00100  
Nairobi, Kenya.  
Tel. +254-20-2886000

## Article 6 — Financial Guarantee

- 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)
  - 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 financed grant contract for external actions and model report of factual findings
  - Annex VIII: Financial guarantee
  - Annex IX: Standard template for transfer of asset ownership

## Article 7 — Other specific conditions applying to the action

- 7.1 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
- 7.2 The following derogations from Annex II shall apply:
- 7.2.1 The initial pre-financing payment shall be made within 45 days of receipt of the payment request by the contracting authority.
- 7.2.2 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 three originals, two originals being for AICS Nairobi and one original being for the beneficiary(ies).

**For the beneficiary(ies)<sup>3</sup>**

Name **ROMANA JEPTOO**  
Title **Country Representative**  
Signature **[Handwritten Signature]**  
Date **21/09/21**

**For the contracting authority**

Name **FABIO MELLONI**  
Title **HEAD OF OFFICE**  
Signature **[Handwritten Signature]**  
Date **21/09/2021**



P.O. Box 759 - 00618  
Ruaraka - NAIROBI  
TELEFAX: +254 (020) 2100264  
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EMAIL: nairobi@avsi.org



<sup>3</sup> 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.