

CONTRATTO N° 15  
DEL 14/04/2022

## GRANT CONTRACT

- AICS Nairobi -

AID 012407

(the 'contract')

The Italian Agency for Development Cooperation, Nairobi Office, (the 'contracting authority')

United Nations Crescent

P.O.BOX 63389-00619, Muthaiga - Nairobi

("The contracting authority"),

of the one part,

and

### **Northern Rangeland Trust**

Lewa Wildlife Conservancy

Isiolo 60300 Kenya

who have conferred powers of attorney for the purposes of the signature of the agreement to the coordinator 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:

## 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 *Supporting community conservancy model in Kenya to enhance an integrated and sustainable protection of biodiversity* 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

- 3.1 The total eligible costs are estimated at **EUR 2,042,366**, as set out in Annex III.
- 3.2 The contracting authority undertakes to finance a maximum amount of EUR 2,042,366.  
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.
- 3.3 Pursuant to Article 14.8 of Annex II, 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 300,000.00** after signature of contract

Further pre-financing payment: **EUR 310,999.00** after submission of: a narrative and financial report in line with article 2 of the general conditions; a forecast budget for the following reporting period; an expenditure verification report. The first reporting period will be less than one year.

Further pre-financing payments(s): **EUR 769,803.00** after submission of: a annual narrative and financial report in line with article 2 of the general conditions; a forecast budget for the following reporting period; an expenditure verification report. .

Further pre-financing payment: **EUR 457,328.00** after submission of: a annual narrative and financial report in line with article 2 of the general conditions; a forecast budget for the following reporting period; an expenditure verification report.

Balance of the final amount of the grant: **EUR 204,236.00** after submission of the final report and an expenditure verification report

- 4.1.1 No pre-financing guarantee required.

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 Financial support to third parties may only be awarded in compliance with the conditions set in section 6.9.2 PRAG and in accordance with the criteria and conditions laid down in the description of the action in Annex I. The maximum amount of financial support per each third party is limited to EUR 60,000 or less.

7.1.2 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.

7.3 The entity acting as a data controller as provided for in Article 1.3 and 1.4 of the general conditions is AICS - Roma, Via Salvatore Contarini 25, 00135 Roma (Italy).

Done in English in three originals, two originals being for the AICS Nairobi and one original being for the beneficiary(ies).

**For the beneficiary**

Tom Lalampaa

Title CHIEF  
EXECUTIVE  
OFFICER

Signature

Date

14/04/2022

**For the contracting authority**

Giovanni Grandi

Title HEAD OF  
OFFICE

Signature

Date

11/04/2022



## 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 - Italian Agency for Development Cooperation**

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 - Italian Agency for Development Cooperation**

United Nations Crescent Road – Gigiri

P.O. Box 63389 – 00619 Muthaiga (Nairobi), Kenya

(For the attention of the Administrative Officer)

For the coordinator

**Northern Rangeland Trust**

Private Bag

Isiolo, 60300, Kenya

- 5.2 The expenditure verification(s) referred to in Article 15.7 of Annex II will be carried out by PwC Kenya, PwC Tower, Waiyaki Way/Chiromo Road, Westlands Nairobi, Kenya. Tel: +254 (20) 285 5000.

## 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)
- 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

