[*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’)

[<full name and address of the contracting authority*>*], (the ‘contracting authority’)

of the one part,

and

<Full official name>

[<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’]

If a mono-beneficiary grant: [hereinafter the ‘beneficiary’[[1]](#footnote-2)]

[and

<Full official name 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]

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: <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 on:

Choose one of the following:

*-* [the day following that on which the second of the two parties signs]

- [the first day of the month following the date on which the first instalment of pre-financing is paid by the contracting authority]

- a later date: [<specify the date>]

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, by the end date defined in Article 12.5 of Annex II.

**Article 3 — Financing the action**[[2]](#footnote-3)

3.1 The grant takes the form of reimbursement of costs only. The provisions laid down in Annex II and other annexes regarding financing not linked to costs are not relevant for this contract. The costs reimbursed are actual costs[[3]](#footnote-4).

The total eligible costs are estimated at EUR < amount I >, as set out in Annex III.

3.2 The contracting authority undertakes to finance a maximum amount of [EUR] <amount>.

The grant is further limited to <enter applicable percentage > 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 14.6 of Annex II, <enter percentage, 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. <choose 1 ,2 or 3> as set out in Article 15.1:

**[Option 1 and 2]**

Initial pre-financing payment: [EUR] [<contracting authority currency>] <amount>.

**[Option 2 only]**

Note that the forecast instalments should be indicated as one global amount and not broken down per payment. The actual instalments will be based on the updated forecast for the next reporting period. The total sum of pre-financing payments may not exceed 90 % of the amount referred to in Article 3.2 of the special conditions, excluding the reserve for contingencies.

Further pre-financing payments(s): [EUR] [<contracting authority currency>] <amount> (subject to the provisions of Annex II).

**[Option 1-2-3]**

Balance of the final amount of the grant: [EUR] [<contracting authority currency>] <amount> (subject to the provisions of Annex II)].

For specific reporting requirements for action grants:

[4.x <Specify the applicable reporting requirements and payment schedules/length of reporting period>  
<Specify if the present action is not subject to a third party assessment for the financing not linked to costs component>]

4.x The beneficiary(ies) will be expected to encode the logical framework matrix (results, their corresponding indicators, including baselines and targets) and the current values of the indicators in the relevant electronic system, in line with the values of the approved interim and final reports.

4.x Payments shall be made in accordance with the special conditions into the following bank account:

*Name of bank*: [insert bank name]

*Exact denomination of account holder*: [full name of account holder]

*Bank account number*: [insert bank account number].

**Article 5 — Contact points**

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

<address of the contracting authority’s management department>

< E-email: functional mailbox >**]**

For the coordinator

<address of the coordinator for correspondence>

5.2 Data protection controller

For the purpose of Article 1.3 and 1.4 of Annex II, the controller for the processing of personal data carried out within the contracting authority is <name, address, telephone, email address

[5.x The contractual expenditure verification(s) referred to in Article 2.8 of Annex II will be carried out [by the external body authorised by the contracting authority][[4]](#footnote-5) < name, address, telephone, email address 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 V: Standard request for payment and identification form

Annex VI: Model narrative and financial reports

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 The general conditions in Annex II are supplemented by the following:

If affiliated entities are involved:

[7.1.x 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 or results achieved 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.

If VAT, taxes, duties and charges are not eligible[[5]](#footnote-6) (only for actions taking the form of reimbursement of costs, totally or partially):

**[**7.1.x <VAT/ taxes, duties and charges > are not eligible [for the [following] activities as described in the description of the action in Annex I].

In case the beneficiary(ies) wants to set a specific exchange rate to be applied to the amount pre-financed by the beneficiary(ies) (or other donors) at the end of the action (amount of the balance):

**[**7.1.x The exchange rate to be applied in case of a positive balance pre-financed by the beneficiary(ies) (or other donors) at the end of the action is <enter applicable rule/criteria to determine the exchange rate> according to the usual accounting practice of the beneficiary(ies).

Project office (only for actions taking the form of reimbursement of costs, totally or partially):[[6]](#footnote-7)

**[**7.1.x Where the implementation of the action requires the setting up or the use of a project office, the beneficiary(ies) may declare as direct eligible costs the portion of the operating costs of the project office described in the proposal which corresponds to the duration of the action either based on costs actually incurred by the project office for the action or on the cost apportionment approach presented as part of the proposal.

7.2 The following derogations from Annex II shall apply:

For actions in indirect management:

[7.2.x Articles 1.3 and 1.4 of Annex II shall be replaced by the following:

[1.3 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.

1.4 To the extent that the grant contract covers an action financed by the European Union, the contracting authority may share communications related to the implementation of the grant contract, with the European Commission. These exchanges shall be made to the European Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the grant contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, practitioners/auditors, and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the grant contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the European Commission. When personal data is transmitted to the European Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC[[7]](#footnote-8) and as detailed in the specific privacy statement published at ePRAG.]

7.2.x By way of derogation from Article 15.6 of Annex II, a demand for payment of late interest shall be submitted in all cases irrespective of the amount of interest, within two months of receiving the late payment.]

In case of derogations to the rules for currency converson:

[7.2.x By derogation from Article 2.5 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 < insert here the exchange rate to be used for reporting according to Article 2.5 of Annex II >

[7.2.x By derogation from Article 2.6 of Annex II, costs incurred or consumed amounts in other currencies than the one used in the beneficiary(ies)'s accounts shall be converted (insert where the conditions listed in Article 2.6 of Annex II are not fulfilled).

[7.3 ]

[7.4 ]

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) [[8]](#footnote-9)** | | **For the contracting authority** | |
| Name |  | Name |  |
| Title |  | Title |  |
| Signature |  | Signature |  |
| Date |  | Date |  |

1. The terms beneficiary(ies) and coordinator should both be understood as referring to the only beneficiary of the action. [↑](#footnote-ref-2)
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’. [↑](#footnote-ref-3)
3. Limitation to actual costs is without prejudice to Article 14.8 of Annex II (unit costs for calculation of co-financing in the form of volunteer work). [↑](#footnote-ref-4)
4. In case the contracting authority has its own audit and verification system. [↑](#footnote-ref-5)
5. In one of the following cases: (i) the basic act/financing agreement excludes their eligibility; (ii) the call for proposals excludes their eligibility; (iii) for VAT, the activities supported through the grant are engaged in by the beneficiary(ies) as a Member State public authority (police, justice and public domain management). [↑](#footnote-ref-6)
6. To be inserted where the specific action requires it. [↑](#footnote-ref-7)
7. OJ L 205 of 21.11.2018, p. 39. [↑](#footnote-ref-8)
8. 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. [↑](#footnote-ref-9)