



**Contracting authority: Regional Programme for the Sustainable Management of the Coastal Zones of the Indian Ocean Countries, acting for and on behalf of the Indian Ocean Commission - Mauritius**

## **Guidelines for Grant Applicants**

9<sup>th</sup> European Development Fund

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Deadline for submission of Concept Notes

**2<sup>nd</sup> February 2009**

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**European Union**



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# 1. Regional Programme for the Sustainable Management of the Coastal Zones of the Countries of the Indian Ocean Countries

## 1.1 BACKGROUND

An estimated 30-35 million people live in the coastal regions of the Western Indian Ocean (WIO) and most of these within the seven countries involved in the Regional Coastal Management Programme (ReCoMaP) - **The Comoros, Madagascar, Mauritius, The Seychelles, Tanzania, Kenya, and Somalia**. Many of these people depend on marine and coastal resources for their livelihoods, particularly from fishing (commercial and artisanal) and tourism. The seven countries are at very different stages of development. Tanzania, Kenya, Somalia, The Comoros and Madagascar are all categorised as developing or undeveloped countries, whereas Mauritius and The Seychelles enjoy a medium to a high level of development. Per capita GDP ranges from under US\$600 p.a. to over US\$18,000 p.a., which obviously determines to a large extent the financial and human resources at the disposal of the respective government services. The Small Island States also differ notably from Madagascar and the continental states in that their entire landmass can be considered as part of the coastal zone, since almost all land-based activities have a direct impact on the marine environment.

## 1.2 OBJECTIVES AND PRIORITY ISSUES OF RECOMAP

The **overall objective** of this Programme is to enhance sustainable management and conservation of natural coastal and marine resources, thereby contributing to **poverty alleviation** among the coastal population of South Western Indian Ocean.

The **specific objective** of the Programme is to **strengthen the capacities** of local communities and public/private bodies, in order to achieve a sustainable integrated coastal zone management.

**Therefore, it is paramount that a large consultation between stakeholders and local partners takes place during the preparation of the proposals to be submitted.**

The following are real results the Programme wants to achieve:

- **Result 1:** Monitoring, conservation, valorization & sustainable management of coastal and marine biodiversity & natural resources of the South West Indian Ocean coastal zones are enhanced.
- **Result 2:** Training capacity for coastal and marine technicians are developed and adapted in the region, through Regional Centres of Excellence.
- **Result 3:** Sensitization on ICZM issues amongst decision makers, the private sector, NGOs and the civil society are strengthened.
- **Result 4:** National ICZM plans are drafted and adopted and ICZM national action plans are available.
- **Result 5:** Capabilities of focus countries' to adopt proactive positions on marine and coastal resources in multilateral negotiations and reporting on MEAs are improved.
- **Result 6:** Active involvement of non-state actors in implementing ICZM action plans is improved.
- **Result 7:** Regional policy consensus on sustainable coastal and marine management is improved and exchange of information and experiences on marine and coastal resources is enhanced at the regional level.

The CFP will focus on the following priority ICZM issues which are pertinent for the region:

1. *Sustainable Management of Coastal Marine Resources*
2. *Upland Erosion Control*
3. *Coastal Erosion Control*
4. *Solid Waste Management*

- 5. *Liquid Waste / Water Pollution Management*
- 6. *Mariculture*
- 7. *Coastal Eco-tourism*

### 1.3 FINANCIAL ALLOCATION PROVIDED BY THE CONTRACTING AUTHORITY

The overall indicative amount made available under this Call for Proposals is EUR 3 000 000. The Contracting Authority, reserves the right not to award all available funds.

#### Size of grants

Any grant awarded under this Call for Proposals must fall between the following minimum and maximum amounts:

- minimum amount: EUR 10,000
- maximum amount: EUR 100 000

In addition, no grant may exceed 95% of the total eligible costs of the action (see also section 2.1.4). The balance must be financed from the applicant's, partners' own resources, or from sources other than the European Community budget or The European Development Fund.

## 2. RULES FOR THIS CALL FOR PROPOSALS

These guidelines set out the rules for the submission, selection and implementation of actions financed under this call. In conformity with the provisions of the Practical Guide to contract procedures for EC external actions, which is applicable to the present call, available on the Internet at this address:

[http://ec.europa.eu/europeaid/work/procedures/index\\_en.htm](http://ec.europa.eu/europeaid/work/procedures/index_en.htm)

and at ReCoMaP website at

<http://www.recomap-io.org>

### 2.1 ELIGIBILITY CRITERIA

There are three sets of eligibility criteria, relating to:

- applicant(s) which may request a grant (2.1.1), and their partners (2.1.2),
- actions for which a grant may be awarded (2.1.3),
- types of cost which may be taken into account in setting the amount of the grant (2.1.4).

#### 2.1.1 *Eligibility of applicants: who may apply?*

(1) In order to be eligible for a grant, applicants **must**:

- be legal person or an entity **and**:
- be non profit making **and**
- be of the following type of organisation such as: Non-Governmental Organisation (NGO), Associations, Locally elected bodies (*local and regional governments, municipalities, districts councils*), Local institutions (*beach management units, environment management committee, grassroots organizations*), International (inter-governmental) Organisations as defined by Article 43 of the Implementing rules to the EC Financial Regulation<sup>1</sup> **and**,

<sup>1</sup>International organisations are international public-sector organisations set up by the intergovernmental agreements as well as specialised agencies set up by them; the International Committee of the Red Cross (ICRC) and the International  
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- be nationals<sup>2</sup> of Member State of the European Union or the ACP group. This obligation does not apply to international organisations, **and**
- be directly responsible for the preparation and management of the proposed action with their partners, not acting as an intermediary
- to have been present or have a minimum of six months experience in any of the ReCoMaP focus countries.

(2) Potential applicants may not participate in calls for proposals or be awarded grants if they are in any of the situations which are listed in Section 2.3.3 of the Practical Guide to contract procedures for EC external actions, available from the following Internet addresses:

[http://ec.europa.eu/europeaid/work/procedures/index\\_en.htm](http://ec.europa.eu/europeaid/work/procedures/index_en.htm) and [www.recomap-io.org](http://www.recomap-io.org)

(See Annex H)

In part A, section III of the grant application form (“Declaration by the applicant”), applicants must declare that they do not fall into any of the situations.

### 2.1.2 Partnerships and eligibility of partners

Applicants may act individually or with partner organisations.

#### Partners

Applicants’ partners participate in designing and implementing the action, and the costs they incur are eligible in the same way as those incurred by the grant Beneficiary. They must therefore satisfy the same eligibility criteria as applicants.

In addition to the categories referred to in section 2.1.1(1), the following are however also eligible **but only as partner**: Autonomy institution like Universities, or Research Centres, Diaspora organizations which support local initiatives in their origin countries.

#### **The following are not partners and do not have to sign the “partnership statement”:**

- Associates

Other organisations may be involved in the action. Such associates play a real role in the action but may not receive funding from the grant with the exception of per diem or travel costs. Associates do not have to meet the eligibility criteria referred to in section 2.1.1. The associates have to be mentioned in Part B section IV - “Associates of the Applicant, participating in the Action” of the Grant Application Form.

- Subcontractors

The grant beneficiaries have the possibility to award contracts to subcontractors. Subcontractors are neither partners nor associates, and are subject to the procurement rules set out in Annex IV to the standard grant contract.

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Federation of National Red Cross and Red Crescent Societies, European Investment Bank (EIB) and European Investment Fund (EIF) are also recognized international organisations.

<sup>2</sup> Such nationality being determined on the basis of the organisation's statutes which should demonstrate that it has been established by an instrument governed by the internal law of the country concerned. In this respect, any legal entity whose statutes have been established in another country cannot be considered an eligible local organisation, even if they are registered locally or accompanied by a Memorandum of Understanding.

The applicant will act as the lead organisation and, if selected, as the contracting party (the "Beneficiary").

### 2.1.3 *Eligible actions: actions for which an application may be made*

Definition: An action (or project) is composed of a set of activities.

#### Duration

The planned duration of an action may not **exceed 18 months**.

#### Sectors or themes

Proposals and proposed activities will contribute to achieve the objectives described in Section 1.2 of these Guidelines. In order to be eligible, each action must relate at least one of the following priority ICZM issues:

1. ***Sustainable Management of Coastal Marine Resources; this includes***
  - a. *The sustainable exploitation of marine resources.*
  - b. *Conservation of bio diversity.*
  - c. *Community participation in marine resource management.*
2. ***Upland Erosion Control (including revenue generating activities that are an alternative to current methods that are causing Upland Erosion.)***
3. ***Coastal Erosion Control***
4. ***Solid Waste Management (there must be a partnership with local authorities.)***
5. ***Liquid Waste / Water Pollution Management (there must be a partnership with local authorities.)***
6. ***Mariculture***
7. ***Coastal Eco-tourism***

**Please note that all the revenues that may be generated by the activities must be benefiting the communities at large.**

#### Location

Action must take place in the following countries:

**Comoros, Kenya, Mauritius, Madagascar, Seychelles, Somalia, Tanzania.**

*(No specific priority areas.)*

#### Types of action

A proposed action should consist of a self-contained operation or operations, with a coherent set of clearly defined operational objectives, target groups and planned outcomes, which can be carried out within a limited time-frame.

A proposed action should be designed in response to the specific needs of coastal communities, in line with ReCoMaP objectives and at least one of the ICZM priority issues mentioned above.

They should aim for marine and coastal resource conservation and/or show how they generate (directly or indirectly) sustainable benefits for target groups, in order to contribute to poverty alleviation and livelihood development.

**Please note that the proposed actions will be evaluated on the basis of the evaluation grid (see points 2.3 (2) and (3)).**

Examples of what eligible action might achieve (this list is not exhaustive):

- Strengthen capacity building in coastal communities
- Support sensitisation and public awareness initiatives

- Enhance technical and negotiating skills
- Provide equipment for collective use and/or basic infrastructures
- Improve local production and the collective ways to commercialise goods.
- Improve coastal and marine environmental management.

Moreover, proposed action is intended to:

- Promote innovative ways of increasing the effectiveness and impact of integrated coastal zone management initiatives;
- Lead to improved coordination at local (field) level on the one hand, and between field workers and administrators/policy makers on the other;
- Support the implementation of environmental strategic plans, including any existing local development plans;
- Encourage participation and build ownership of the expected results by enhancing relationships with and the roles of various stakeholders;
- Include mechanisms to disseminate results and thereby raise awareness amongst stakeholders;
- Present ways and means of ensuring the sustainability of the activity;
- Use pilot experiences so that they can be developed into practical and replicable solutions for implementation within the terms of the ICZM plan.

To enhance ICZM co-management ReCoMaP encourages projects that build on previous and/or on-going programmes and/or on partnerships with government organisations.

#### Ineligible actions

The following types of action are ineligible:

- actions concerned only or mainly with individual sponsorships for participation in workshops, seminars, conferences, congresses;
- actions concerned only or mainly with individual scholarships for studies or training courses;
- actions concerned only or mainly with creating awareness;
- actions concerned with helping a profit making entity increase its production and revenue.

#### Number of proposals and grants per applicant

An applicant may submit more than one proposal under this call for proposals.

An applicant may not be awarded more than two grants under this call for proposals.

#### *2.1.4 Eligibility of costs: costs which may be taken into consideration for the grant*

Only "eligible costs" can be taken into account for a grant. These are detailed below. The budget is therefore both a cost estimate and a ceiling for "eligible costs". Note that the eligible costs must be based on real costs based on supporting documents (except for subsistence costs and indirect costs where flat-rate funding apply).

Recommendations to award a grant are always subject to the condition that the checking process which precedes the signing of the contract does not reveal problems requiring changes to the budget (for instance arithmetical errors, inaccuracies or unrealistic costs and other ineligible costs). The checks may give rise to requests for clarification and may lead the Contracting Authority to impose modifications or reductions to address such mistakes or inaccuracies. The amount of the grant and the percentage of co-financing as a result of these corrections may not be increased in any case.

It is therefore in the applicant's interest to provide a **realistic and cost-effective budget**.

#### Eligible direct costs

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To be eligible under the call for proposals, costs must respect the provisions of article 14 of the General Conditions to the Standard Grant Contract (see Annex E).

#### Contingency reserve

A contingency reserve not exceeding 5% of the direct eligible costs may be included in the Budget of the Action. It can only be used with the **prior written authorisation** of the Contracting Authority.

#### Eligible indirect costs (overheads)

The indirect costs incurred in carrying out the action may be eligible for flat-rate funding fixed at not more than 7% of the total eligible direct costs, save where the beneficiary is in receipt of an operating grant financed from the Community budget.

#### Contributions in kind

The Contracting Authority may accept co-financing in kind, if considered necessary or appropriate. In such cases, the value of such contributions must not exceed:

- a) Either the costs actually borne and duly supported by accounting documents;
- b) Or the costs generally accepted on the concerned market of reference.

If co-financing in kind is proposed, it has to be included in annex B (worksheet 2) to the Guidelines for applicants related to the expected sources of funding for actions.

#### Ineligible costs

The following costs are not eligible:

- debts and provisions for losses or debts;
- interest owed;
- items already financed in another framework;
- purchases of land or buildings, except where necessary for the direct implementation of the action, in which case ownership must be transferred to the final beneficiaries and/or local partners, at the latest by the end of the action;
- currency exchange losses;
- taxes, including VAT, unless the Beneficiary (or the Beneficiary's partners) cannot reclaim them and the applicable regulations do not forbid coverage of taxes;
- credits to third parties.

## **2.2 HOW TO APPLY AND THE PROCEDURES TO FOLLOW**

### **2.2.1** *Concept Note content*

Applications must be submitted with the guidance of the Concept Note in the Grant Application Form annexed to these Guidelines (Annex A).

Applicants must apply in **English or French**.

In the Concept note, the applicants must provide an estimate only of the probable total cost of the action and of the requested amount of the ReCoMaP contribution. Only the applicants invited to submit a full proposal in the second phase will be required to present a detailed budget. Please provide budget with round figures. This detailed budget may not vary from the initial estimate by more than 20%, while the applicant is free to adapt the percentage of co-financing required as far as the minimum and maximum amount of co-financing, as laid down in the present Guidelines, is respected.

Any error or major discrepancy related to the points listed in the guidance on the Concept Note may lead to the rejection of the Concept Note.

Clarifications will only be requested when information provided is unclear, thus preventing the Contracting Authority from conducting an objective assessment.

Hand-written Concept Notes will not be accepted.

Please note that only the Concept Note form will be transmitted to the assessors. It is therefore of utmost importance that this document contains ALL relevant information concerning the action.

### 2.2.2 *Where and how to send concept notes*

Concept Notes must be submitted in a sealed envelope by registered mail, private courier service or by hand-delivery (a signed and dated certificate of receipt will be given to the deliverer) at the address below:

Postal address

**Regional Programme for the Sustainable Management  
of the Coastal Zones of the Indian Ocean Country (ReCoMaP)  
Regional coordination Unit (RCU)  
112, Farquhar Avenue, Quatre Bornes  
Mauritius**

Address for hand delivery or by private courier service:

**Regional Programme for the Sustainable Management  
of the Coastal Zones of the Indian Ocean Country (ReCoMaP)  
Regional coordination Unit (RCU)  
112, Farquhar Avenue, Quatre Bornes  
Mauritius**

Concept Notes sent by any other means (e.g. by fax or by e-mail) or delivered to other addresses will be rejected.

The Concept Note together with the Checklist for the Concept Note (Part A section II of the grant application form) and the Declaration by the applicant for the Concept Note (Part A section III of the grant application form) must be submitted in one original and 2 (two) copies in A4 size, each bound.

Where an applicant sends several different Concept Notes each one must be sent separately.

The outer envelope must bear the **reference number and the title of the Programme (ReCoMaP)**, together with the full name and address of the applicant, and the words "Not to be opened before the opening session".

**Applicants must verify that their Concept Note is complete using the Checklist for Concept Note (Part A section II of the grant application form). Incomplete concept notes may be rejected.**

### 2.2.3 *Deadline for submission of the Concept Notes (please be aware of postal delays.)*

The deadline for the submission of Concept Note is **2<sup>nd</sup> February 2009** as evidenced by the date of dispatch, the postmark or the date of the deposit slip. In case of hand-deliveries, the deadline for receipt is on ***the 2<sup>nd</sup> February 2009*** at **4:30 pm** Mauritius time as evidenced by the signed and dated receipt. Any Concept Note submitted after the deadline will be automatically rejected.

#### 2.2.4 *Further information for Concept Note*

For any further information, questions may be sent by e-mail or by fax no later than 21 days before the deadline for the submission of concept notes to the address below, indicating clearly the reference of the call for proposals:

E-mail address: **cfp-ap@coi-ioc.org**

Fax: + **230 427 28 08**

#### **NO PHONE ENQUIRIES WILL BE ACCEPTED**

A reply, by the Contracting Authority to all enquires will be given no later than 11 days before the deadline for the submission of concept notes.

In the interest of equal treatment of applicants, the Contracting Authority cannot give a prior opinion on the eligibility of an applicant, a partner or an action.

Questions that may be relevant to other applicants, together with the answers, will be published on the internet at the ReCoMaP web site: **www.recomap-io.org** section on <<**Call for Proposals**>>

#### 2.2.5 *Full Application form*

Applicants invited to submit a full application form following short listing must do so by using the Part B of the application form annexed to these Guidelines (Annex A). Applicants should keep strictly to the format of the application and fill in the paragraphs and the pages in order.

The elements contained in the concept note cannot be modified in the full application form. The detailed budget (please provide budget with round figures) may not vary from the initial estimate by more than 20%, while the applicant is free to adapt the percentage of co-financing required as far as the minimum and maximum amount of co-financing, as laid down in this application form, is respected.

Applicants must submit their applications in the same language as their concept note.

Please complete the full application form carefully and as clearly as possible so that it can be assessed properly.

Any error related to the points listed in the Checklist (section V of Part B of the grant application form) or any major inconsistency in the full application form (e.g. the amounts mentioned in the budget are inconsistent with those mentioned in the full application form) may lead to the rejection of the proposal.

Clarifications will only be requested when information provided is unclear, thus preventing the Contracting Authority from conducting an objective assessment.

Hand-written applications will not be accepted.

Please note that only the full application form and the published annexes which have to be filled in (budget) will be transmitted to the evaluators and assessors. It is therefore of utmost importance that these documents contain ALL relevant information concerning the action. **No supplementary annexes should be sent.**

#### 2.2.6 *Where and how to send the Full Application form*

Applications must be submitted in a sealed envelope by registered mail, private courier service or by hand-delivery (a signed and dated certificate of receipt will be given to the deliverer) at the address below:

Postal address

**Regional Programme for the Sustainable Management  
of the Coastal Zones of the Indian Ocean Country (ReCoMaP)  
Regional coordination Unit (RCU)  
112, Farquhar Avenue, Quatre Bornes  
Mauritius**

Address for hand delivery or by private courier service:

**Regional Programme for the Sustainable Management  
of the Coastal Zones of the Indian Ocean Country (ReCoMaP)  
Regional coordination Unit (RCU)  
112, Farquhar Avenue, Quatre Bornes  
Mauritius**

Applications sent by any other means (e.g. by fax or by e-mail) or delivered to other addresses will be rejected.

Applications must be submitted in one original and 2 (two) copies in A4 size, each bound.

The Checklist (Section V of part B of the grant application form) and the Declaration by the applicant (Section VI of part B of the grant application form) must be stapled separately and enclosed in the envelope. Where an applicant sends several different proposals each one must be sent separately.

The outer envelope must bear the **reference number and the title of the Programme (ReCoMaP)**, together with the full name and address of the applicant, and the words "Not to be opened before the opening session".

**Applicants must verify that their application is complete using the checklist (section V of part B of the grant application form). Incomplete applications may be rejected.**

#### **2.2.7 *Deadline for submission of the Full Application form***

The deadline for the submission of applications is ***17<sup>th</sup> of June 2009*** as evidenced by the date of dispatch, the postmark or the date of the deposit slip. In case of hand-deliveries, the deadline for receipt is ***the 17<sup>th</sup> of June 2009 at 4:30 pm*** Mauritius time as evidenced by the signed and dated receipt. Any application submitted after the deadline will automatically be rejected.

***This date is an indicative date. The final and official date will be mentioned in the invitation for submission Full Proposals.***

#### **2.2.8 *Further information for the Full Application form***

For any further information, questions may be sent by e-mail or by fax no later than 21 days before the deadline for the submission of proposals to the address below, indicating clearly the reference of the call for proposals:

E-mail address: **cfp-ap@coi-ioc.org**

Fax: + **230 427 28 08**

**NO PHONE ENQUIRIES WILL BE ACCEPTED**

A reply, by the Contracting Authority, will be given no later than 11 days before the deadline for the submission of proposals.

In the interest of equal treatment of applicants, the Contracting Authority cannot give a prior opinion on the eligibility of an applicant, a partner or an action.

Questions that may be relevant to other applicants, together with the answers, will be published on the internet at the ReCoMaP web site: [www.recomap-io.org](http://www.recomap-io.org) section on “Call For Proposals”

### 2.3 EVALUATION AND SELECTION OF APPLICATIONS

Applications will be examined and evaluated by the Contracting Authority with the possible assistance of external assessors. All actions submitted by applicants will be assessed according to the following steps and criteria:

#### (1) STEP 1: OPENING SESSION AND ADMINISTRATIVE CHECK

The following will be assessed:

- The deadline has been respected. If the deadline has not been respected the proposal will automatically be rejected.
- The Concept Note satisfies all the criteria mentioned in the Checklist (section II of part A of the grant application form). If any of the requested information is missing or is incorrect, the proposal may be rejected on that sole basis and the proposal will not be evaluated further.

Following the opening session and the administrative check, the Contracting Authority will send a letter to all applicants, indicating whether their application was submitted prior to the deadline, informing them of the reference number they have been allocated, whether they have satisfied all the criteria mentioned in the checklist and whether their Concept Note has been recommended for evaluation.

#### (2) STEP 2: EVALUATION OF THE CONCEPT NOTE

The evaluation of the Concept Notes that have passed the first administrative check will cover the relevance of the action, its merits and effectiveness, its viability and sustainability. The Contracting Authority reserves the right to skip the evaluation of the Concept Notes whenever considered justified (for example when a less than expected number of proposals are received) and to directly send invitations to submit a full proposal.

Please note that the scores awarded to the Concept Note are completely separate from those given to the Full Application.

The Concept Note will be given an overall score out of 50 points in accordance with the breakdown provided in the Evaluation Grid below. The evaluation shall also verify the compliance with instructions provided in the guidance for Concept Note, part A of the grant application form.

If the examination of the Concept Note reveals that the proposed action does not meet the eligibility criteria stated in paragraph 2.1.3, the proposal shall be rejected on this sole basis.

The evaluation criteria are divided into headings and subheadings. Each subheading will be given a score between 1 and 5 in accordance with the following assessment categories: 1 = very poor; 2 = poor; 3 = adequate; 4 = good; 5 = very good.

	Scores	
	Sub-score	15
<b>1. Relevance of the action</b>		
1.1 Relevance of the problems to needs and constraints of the country/region to be addressed in general, and to those of the target groups and final beneficiaries in particular	5	
1.2 Relevance to the priorities and objectives mentioned in the Guidelines	5(x2)*	

<b>2. Effectiveness and Feasibility of the action</b>	Sub-score	25
2.1 Assessment of the problem identification and analysis	5	
2.2 Assessment of the proposed activities (practicality and consistency in relation to the objectives, purpose and expected results).	5(x2)*	
2.3 Assessment of the role and involvement of all stakeholders and proposed partners.	5(x2)*	
<b>3. Sustainability of the action</b>	Sub-score	10
3.1 Assessment of the identification of the main assumptions and risks, before the start up and throughout the implementation period.	5	
3.2 Assessment of the identification of long-term sustainable impact on the target groups and final beneficiaries.	5	
<b>TOTAL SCORE</b>		<b>50</b>

\*the scores are multiplied by 2 because of their importance

Once all Concept Notes have been assessed, a list will be established with the proposed actions ranked according to their total score.

**Firstly, only the Concept Notes which have been given a score of a minimum of 12 points in the category "Relevance" as well as a minimum total score of 30 points will be considered for pre-selection.**

Secondly, the list of Concept Notes will be reduced in accordance to the ranking to those whose sum of requested contributions amounts to **2.5 times the available budget** for this Call for proposals.

The pre-selected candidates will be subsequently invited to submit full proposals.

### **(3) STEP 3: EVALUATION OF THE FULL APPLICATION**

#### **OPENING SESSION AND ADMINISTRATIVE CHECK OF THE FULL APPLICATION**

The following will be assessed:

- The deadline has been respected. If the deadline has not been respected the proposal will automatically be rejected
- The application form satisfies all the criteria mentioned in the Checklist (Section V. of part B of the grant application form). If any of the requested information is missing or is incorrect, the proposal may be rejected on that **sole** basis and the proposal will not be evaluated further.

Following the opening session and the administrative check, the Contracting Authority will send a letter to all applicants, indicating whether their application was submitted prior to the deadline, informing them of the reference number they have been allocated, whether their application has satisfied all the criteria mentioned in the checklist and whether their application has been recommended for evaluation.

#### **EVALUATION OF THE FULL APPLICATION**

An evaluation of the quality of the proposals, including the proposed budget, and of the capacity of the applicant and his partners, will be carried out in accordance with the evaluation criteria set out in the Evaluation Grid included below. There are two types of evaluation criteria: selection and award criteria.

**The selection criteria** are intended to help evaluate the applicants' financial and operational capacity to ensure that they:

- have stable and sufficient sources of finance to maintain their activity throughout the period during which the action is being carried out and, where appropriate, to participate in its funding;
- have the management capacity, professional competencies and qualifications required to successfully complete the proposed action. This also applies to any partners of the applicant.

**The award criteria** allow the quality of the proposals submitted to be evaluated in relation to the set objectives and priorities, and grants to be awarded to actions which maximise the overall effectiveness of the call for proposals. They enable the selection of proposals which the Contracting Authority can be confident will comply with its objectives and priorities and guarantee the visibility of the IOC actions and the EDF financing. They cover such aspects as the relevance of the action, its consistency with the objectives of the call for proposals, quality, expected impact, sustainability and cost-effectiveness.

If the examination of the proposal reveals that the proposed action does not meet the eligibility criteria stated in paragraph 2.1.3, the proposal shall be rejected on this sole basis.

#### Scoring:

The evaluation criteria are divided into sections and subsections. Each subsection will be given a score between 1 and 5 in accordance with the following guidelines: 1 = very poor; 2 = poor; 3 = adequate; 4 = good; 5 = very good.

#### Evaluation Grid

Section	Maximum Score
<b>1. Financial and operational capacity</b>	<b>20</b>
1.1 Do the applicant and partners have sufficient <b>experience of project management</b> ?	5
1.2 Do the applicant and partners have sufficient <b>technical expertise</b> ? (notably knowledge of the issues to be addressed.)	5
1.3 Do the applicant and partners have sufficient <b>management capacity</b> ? (including staff, equipment and ability to handle the budget for the action)?	5
1.4 Does the applicant have stable and sufficient sources of <b>finance</b> ?	5
<b>2. Relevance</b>	<b>25</b>
2.1 How relevant is the proposal to the <b>objectives</b> and one or more of the <b>priorities</b> of the call for proposals? Note: A score of 5 (very good) will only be allocated if the proposal specifically addresses at least <b>one priority</b> . Note: A score of 5 (very good) will only be allocated if the proposal contains specific added-value elements, such as promotion of gender equality and equal opportunities...	5 x 2
2.2 How relevant to the particular <b>needs and constraints</b> of the target country or region(s) is the proposal? (including avoidance of duplication and synergy with other EC initiatives.)	5
2.3 How clearly defined and strategically chosen are those involved (final beneficiaries, <b>target groups</b> )? Have their <b>needs</b> been clearly defined and does the proposal address them appropriately?	5 x 2
<b>3. Methodology</b>	<b>25</b>
3.1 Are the <b>activities</b> proposed appropriate, practical, and consistent with the objectives and expected results?	5
3.2 How coherent is the overall design of the action? (in particular, does it reflect the analysis of the problems involved, take into account external factors and anticipate an <b>evaluation</b> ?)	5
3.3 Is the <b>partners' level of involvement and participation in the action</b> satisfactory? Note: If there are no partners the score will be 1.	5
3.4 Is the <b>action plan</b> clear and feasible?	5

3.5 Does the proposal contain <b>objectively verifiable indicators</b> for the outcome of the action?	5
<b>4. Sustainability</b>	<b>15</b>
4.1 Is the action likely to have a tangible <b>impact</b> on its target groups?	5
4.2 Is the proposal likely to have <b>multiplier effects</b> ? (including scope for replication and extension of the outcome of the action and dissemination of information.)	5
4.3 Are the expected results of the proposed action <b>sustainable</b> : - financially ( <i>how will the activities be financed after the funding ends?</i> ) - institutionally ( <i>will structures allowing the activities to continue be in place at the end of the action? Will there be local “ownership” of the results of the action?</i> ) - at policy level (where applicable) ( <i>what will be the structural impact of the action — e.g. will it lead to improved legislation, codes of conduct, methods, etc?</i> )?	5
<b>5. Budget and cost-effectiveness</b>	<b>15</b>
5.1 is the ratio between the estimated costs and the expected results satisfactory?	5
5.2 Is the proposed expenditure <b>necessary</b> for the implementation of the action?	5 x 2
<b>Maximum total score</b>	<b>100</b>

*Note on Section 1. Financial and operational capacity.*

**If the total average score is less than 12 points for section 1, the Evaluation Committee will reject the proposal.**

*Note on Section 2. Relevance.*

**If the total average score is less than 20 points for section 2, the Evaluation Committee will reject the proposal.**

*Provisional selection*

Following the evaluation, a table listing the proposals ranked according to their score and within the available financial envelope will be established as well as a reserve list following the same criteria.

Note: The scores awarded in this phase are completely separate from those given to the concept note of the same application.

#### **(4) STEP 4: VERIFICATION OF ELIGIBILITY OF THE APPLICANT AND PARTNERS**

The eligibility verification, based on the supporting documents requested by the Contracting Authority (see section 2.4) will only be performed for the proposals that have been provisionally selected according to their score and within the available financial envelope.

- The Declaration by the applicant (Section VI of part B the grant application form) will be cross-checked with the supporting documents provided by the applicant. Any missing supporting document or any incoherence between the Declaration by the applicant and the supporting documents may lead to the rejection of the proposal on that sole basis.
- The eligibility of the applicant, the partners, and the action will be verified according to the criteria set out in sections 2.1.1, 2.1.2 and 2.1.3.

Following the above analysis and if necessary, any rejected proposal will be replaced by the next best placed proposal in the reserve list that falls within the available financial envelope, which will then be examined for the eligibility of its applicant and the partners.

## 2.4 SUBMISSION OF SUPPORTING DOCUMENTS FOR PROVISIONALLY SELECTED PROPOSALS

Applicants who have been provisionally selected or listed under the reserve list will be informed in writing by the Contracting Authority. They will be requested to supply the following documents in order to allow the Contracting Authority to verify the eligibility of the applicants and their partners:<sup>3</sup>

1. The statutes or articles of association of the applicant organisation<sup>4</sup> and of each partner organisation. Where the Contracting Authority has recognized the applicant's eligibility for another call for proposals under the same budget line within 2 years before the deadline for receipt of applications, the applicant may submit, instead of its statutes, copy of the document proving the eligibility of the applicant in a former Call (e.g.: copy of the special conditions of a grant contract received during the reference period), unless a change in its legal status has occurred in the meantime.<sup>5</sup> This obligation does not apply to international organisations that have signed a framework agreement with the European Commission. A list of the framework agreements is available at the following address:  
[http://ec.europa.eu/europeaid/work/procedures/index\\_en.htm](http://ec.europa.eu/europeaid/work/procedures/index_en.htm)

2. Copy of the applicant's latest accounts if applicable. (The profit and loss account and the balance sheet for the previous financial year for which the accounts have been closed)<sup>6</sup>.

3. Legal entity sheet (see annex C) duly completed and signed by the applicant, accompanied by the justifying documents which are requested therein. If the applicant has already signed a contract with the Contracting Authority, instead of the legal entity sheet and its supporting documents the legal entity number may be provided, unless a change in its legal status occurred in the meantime.

4. A financial identification form conforming to the model attached at Annex D, certified by the bank (or a recognized micro finance institution) to which the payments will be made. This bank must be located in the country where the applicant is registered. If the applicant has already signed a contract with the European Commission or where the European Commission has been in charge of the payments of a contract, a copy of the previous financial identification form may be provided instead, unless a change in its bank account occurred in the meantime.

The supporting documents requested must be supplied in the form of originals or photocopies of the said originals. However, the Legal entity sheet and the financial identification form must always be submitted in original.

Where such documents are not in one of the languages of the call for proposals a translation into one of them of the relevant parts of these documents, proving the applicant's eligibility, must be attached and will prevail for the purpose of analysing the proposal.

If the supporting documents are not provided before the set deadline (15 calendar days from the receipt of the letter sent by the Contracting Authority), the application may be rejected.

Based on the verification of the supporting documents by the Evaluation Committee it will make a final recommendation to the Contracting Authority which will decide on the award of grants.

## 2.5 NOTIFICATION OF THE CONTRACTING AUTHORITY'S DECISION

### 2.5.1 Content of the decision

<sup>3</sup> No supporting document will be requested for applications for a grant not exceeding EUR 25 000.

<sup>4</sup> Where the applicant and/or (a) partner(s) is a public body created by a law, a copy of the said law must be provided

<sup>5</sup> To be inserted only where the eligibility conditions have not changed from one call for proposals to the other.

<sup>6</sup> This obligation does not apply to natural persons, who have received a scholarship, or to public bodies or to international organisations. It does not apply either when the accounts are in practice the same documents as the external audit report already provided pursuant to section 2.4.2.

Applicants will be informed in writing of the Contracting Authority's decision concerning their application and the reasons for the decision.

Applicants believing that they have been harmed by an error or irregularity during the award process may petition to the Contracting Authority directly. The Contracting Authority must reply within 30 days of receipt of the complaint.

Where the European Commission is informed of such a complaint, it must communicate its opinion to the Contracting Authority and do all it can to facilitate an amicable solution between the complainant (applicant) and the Contracting Authority. If this procedure fails, the applicant may have recourse to procedures established under the recipient's national legislation.

#### 2.5.2 Indicative time table

<b>Concept Notes</b>	<b>DATE</b>	<b>TIME*</b>
<b>Deadline for request for any clarifications from the Contracting Authority</b>	12 <sup>th</sup> January 2009*	16:30
<b>Last date on which clarifications are issued by the Contracting Authority</b>	22 <sup>nd</sup> January 2009*	
<b>Deadline for submission of Concept Notes</b>	2 <sup>nd</sup> February 2009*	-
<b>Information to applicants on the opening &amp; administrative check</b>	20 <sup>th</sup> March 2009*	-
<b>Full Proposals</b>		-
<b>Invitations for submission of Full Proposals Form</b>	17 <sup>th</sup> April 2009*	-
<b>Deadline for request for any clarifications from the Contracting Authority.</b>	27 <sup>th</sup> May 2009*	-
<b>Last date on which clarifications are issued by the Contracting Authority.</b>	6 <sup>th</sup> Jun 2009*	
<b>Deadline for submission of Full Proposals Form.</b>	17 <sup>th</sup> June 2009*	-
<b>Information to applicants on the opening &amp; administrative check</b>	10 <sup>th</sup> July 2009*	-
<b>Information to applicants on the evaluation of the Full Application Form.</b>	10 <sup>th</sup> August 2009*	
<b>Notification of award (after the eligibility check)</b>	14 <sup>th</sup> September 2009*	-
<b>Contract signature</b>	24 <sup>th</sup> September 2009*	-

\*Provisional dates. All times are in the time zone of Mauritius

## **2.6 CONDITIONS APPLICABLE TO IMPLEMENTATION OF THE ACTION FOLLOWING THE CONTRACTING AUTHORITY'S DECISION TO AWARD A GRANT**

Following the decision to award a grant, the Beneficiary will be offered a contract based on the Contracting Authority's standard contract (see Annex E). By signing the Application form (Annex A), the applicant declares accepting, in case where it is awarded a grant, the Contractual conditions as laid down in the Standard Contract.

If the successful applicant is an international organisation, the model Contribution Agreement with an international organisation or any other contract template agreed between the international organisation concerned and the Contracting Authority will be used instead of the standard grant contract provided that the international organisation in question offers the guarantees provided for in article 53d (1) of the Financial Regulation, as described in Chapter 7 of the Practical Guide to contract procedures for EC external actions.

### Implementation contracts

Where implementation of the action requires the Beneficiary to award procurement contracts, it must award the contract to the tenderer offering the best value for money, that is to say, the best price-quality ratio, in compliance with the principles of transparency and equal treatment for potential contractors, care being taken to avoid any conflict of interests. To this end, the Beneficiary must follow the procedures set out in Annex IV to the contract.

## **3. LIST OF ANNEXES**

### **DOCUMENTS TO FILL IN**

ANNEX A: GRANT APPLICATION FORM (WORD FORMAT)

ANNEX B: BUDGET (EXCEL FORMAT)

ANNEX C: LEGAL ENTITY SHEET

ANNEX D: FINANCIAL IDENTIFICATION FORM

### **DOCUMENTS FOR INFORMATION**

ANNEX E: STANDARD CONTRACT (WORD FORMAT),

ANNEX F: DAILY ALLOWANCE RATES (PER DIEM )

ANNEX G: CFP MONITORING

ANNEX H: Practical Guide to contract procedures for EC external actions – point 2.3.3.

## ANNEX A

### Grant Application Form



**Contracting Authority: Regional Programme for the Sustainable Management of the Coastal Zones of the Countries of the Indian Ocean Countries for and on behalf of The Indian Ocean Commission, Mauritius**

## Grant Application Form

9<sup>th</sup> European Development Fund

Reference: **EuropAid/12771/M/ACT/RSA**

Deadline for submission of Concept Notes: **2<sup>nd</sup> February 2009**

Name of applicant:		
Title of the action:		
Location(s) of the action:	<i>&lt;specify country(ies), region(s), area(s) or town(s) that will benefit from the Action&gt;</i>	
<b>Total eligible cost of the action (A)</b>	<b>Amount requested from the Contracting Authority (B)</b>	<b>% of total eligible cost of action (B/Ax100)</b>
(National currency)	(National currency)	%
Total duration of the action:	<i>&lt;months&gt;</i>	

Dossier No	
------------	--

(for official use only)

Funded by  
European Union



Contact details for the purpose of this action:

<b>Postal address:</b>	
<b>Telephone number:</b> Country code + city code + number	
<b>Fax number:</b> Country code + city code + number	
<b>Contact person for this action :</b>	
<b>Contact person's email address :</b>	

**Any change in the addresses, phone numbers, fax numbers and in particular e-mail, must be notified in writing to the Contracting Authority. The Contracting Authority will not be held responsible in case it cannot contact an applicant.**

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# **PART A. CONCEPT NOTE**

## **I. GUIDANCE FOR THE DRAFTING OF THE CONCEPT NOTE**

There is no specific template for the Concept Note but the applicant has to ensure that the text of his concept note:

- The cover page must contain the following: Name of Applicant, Title of Action, Place of Action and Duration of the Action (in months).
- does not exceed 4 full pages (A4 size) of Arial 10 characters with 2 cm margins;
- responds, in the same sequence, to the headings listed below and in the Application Form. It is expected that the size of each section will reflect the relative importance of each heading (ref max scores in the evaluation grid and in the Guidelines). The applicant may provide any additional information that he may deem useful for the evaluation, but which might not have been specifically requested (e.g. added value and/or synergy with other similar interventions - past, present, or planned - past activities, multiplier or spill-over effects, why the applicant is the best placed for the implementation of the action etc). The evaluation will be carried out in accordance with the evaluation grid and it will be based solely on the information provided by the applicant in the concept note.
- Is drafted as clearly as possible to facilitate its assessment.

### **1. Relevance of the Action**

- Provide a general presentation and analysis of the problems and their interrelation at all levels.
- Identify clearly specific problems to be addressed by the action.
- Include a brief description of the target groups and final beneficiaries.
- Demonstrate the relevance of the proposal to the needs and constraints in general of the target country(ies) or region(s) and to the target groups/final beneficiary groups in particular.
- Demonstrate the relevance of the proposal to the priorities and requirements presented in the Guidelines.

### **2. Description of the action and its effectiveness**

- Provide a description of the proposed action including, where relevant, background information that led to the presentation of this proposal. This should include:
- a description of the overall objective of the action, outputs and expected results;
- a description of the proposed activities and their effectiveness;
- involvement of implementing partners, their role and relationship to the applicant, if applicable, and the applicant's relationship with them;
- other possible stakeholders (national, local government, private sector, etc.), their anticipated role and/or potential attitudes towards the project.

### **3. Sustainability of the action**

- Provide an initial risk analysis and eventual contingency plans. This should include at minimum a list of risks associated for each action proposed accompanied by a relevant mitigation measures. A good risk analysis would include a range of risk types including physical, environmental, political, economic and social risks.
- Give the main preconditions and assumptions during and after the implementation phase.
- Explain how sustainability will be secured after completion of the action. This can include aspects of necessary follow-up activities, built-in strategies, ownership etc., if any.

## II. CHECKLIST FOR CONCEPT NOTE

RECOMAP CALL FOR PROPOSALS. REF: *EuropAid/12771/M/ACT/RSA*

<b>ADMINISTRATIVE DATA</b>	To be filled in by the applicant
<b>Name of the Applicant</b>	
<b>EuropeAid ID number</b>	
<b>Nationality<sup>1</sup>/Country<sup>2</sup> and date of registration</b>	
<b>Legal Entity File number<sup>3</sup></b>	
<b>Legal status<sup>4</sup></b>	
<b>Partner 1</b>	Name/EuropeAid ID number: Nationality/Country of registration: Legal status:
<b>Partner 2</b>	Name/EuropeAid ID number: Nationality/Country of registration: Legal status:
<b>NB: Add as many rows as partners</b>	

---

<sup>1</sup> For individuals

<sup>2</sup> For organisations

<sup>3</sup> If the applicant has already signed a contract with the European Commission

<sup>4</sup> E.g. non profit making, governmental body, international organisation...

BEFORE SENDING YOUR CONCEPT NOTE, PLEASE CHECK THAT EACH OF THE FOLLOWING COMPONENTS IS COMPLETE AND RESPECTS THE FOLLOWING CRITERIA :	To be filled in by the applicant	
	Yes	No
<b>Title of the Proposal:</b>		
1. The instructions for concept note, published for this call for proposals, have been followed		
2. The proposal is typed and is in English, or French,		
3. One original and two copies are included		
4. The action will be implemented in eligible country(ies)		
5. The duration of the action is equal to or less than 18 months		
6. The requested contribution is equal to or higher than 10 000 EUROS (on the date of completion of the proposal)		
7. The requested contribution is equal to or lower than 100 000 EUROS (on the date of completion of the proposal)		
8. The applicant's contribution is equal to or higher than 5 % of the total eligible costs		
9. The Declaration by the applicant has been filled in and has been signed		
10. The present Checklist and the Declaration by the applicant are filled in and sent with the Concept Note		

### III. DECLARATION BY THE APPLICANT FOR CONCEPT NOTE

The applicant, represented by the undersigned, being the authorised signatory of the applicant, including every partner, hereby declares that

- the applicant has the sources of financing and professional competence and qualifications specified in section 2 of the Guidelines for Applicants;
- the applicant undertakes to comply with the obligations foreseen in the partnership statement of the grant application form and with the principles of good partnership practice;
- the applicant is directly responsible for the preparation, management and implementation of the action with its partners and is not acting as an intermediary;
- the applicant and its partners are not in any of the situations excluding them from participating in contracts which are listed in Section 2.3.3 of the Practical Guide to contract procedures for EC external actions (available from the following Internet addresses: [http://ec.europa.eu/europeaid/work/procedures/index\\_en.htm](http://ec.europa.eu/europeaid/work/procedures/index_en.htm) and [www.recomap-io.org](http://www.recomap-io.org)). Furthermore, it is recognised and accepted that if we participate in spite of being in any of these situations, we may be excluded from other procedures in accordance with section 2.3.5 of the Practical Guide;
- if selected, the applicant is in a position to deliver immediately, upon request, the supporting documents stipulated under section 2.4 of the Guidelines for Applicants.;
- the applicant and each partner (if any) are eligible in accordance with the criteria set out under sections 2.1.1 and 2.1.2 of the Guidelines for Applicants;
- if recommended to be awarded a grant, the applicant accepts the contractual conditions as laid down in the Standard Contract annexed to the Guidelines for Applicants (annex E);
- the applicant and its partners are aware that, for the purposes of safeguarding the financial interests of the Communities, their personal data may be transferred to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.

Signed on behalf of the applicant

<b>Name</b>	
<b>Signature</b>	
<b>Position</b>	
<b>Date</b>	

## IV. ASSESSMENT GRID FOR CONCEPT NOTE

**(FOR THE USE OF THE CONTRACTING AUTHORITY ONLY)**

	YES	NO
1. The submission deadline has been respected		
2. The Concept Note satisfies all the criteria mentioned in the Checklist (Section II of the Concept Note).		
The administrative verification has been conducted by: Date:		
<b><u>DECISION 1:</u> The Committee has decided to recommend the Concept Note for Evaluation after having passed the Administrative check.</b>		
<b><u>DECISION 2:</u> The Committee has approved the Concept Note and asked pre-selected applicant to submit a full proposal after having pre-selected the best Concept Notes.</b>		
The evaluation of the Concept Note has been conducted by: Date:		

## PART B. FULL APPLICATION FORM

*Only to be completed by the applicants who receive an invitation to submit a full proposal  
(at the time of the invitation)]*

### I. THE ACTION

#### 1. DESCRIPTION

##### 1.1. Title

##### 1.2. Location(s)

---

Country(ies), region(s), town(s)

##### 1.3. Cost of the action and amount requested from the Contracting Authority

---

Total eligible cost of the action (A)	Amount requested from the Contracting Authority (B)	% of total eligible cost of action (B/Ax100)
National Currency	National Currency	%

Please note that the cost of the action and the contribution requested from the Contracting Authority have to be expressed in national currency .

##### 1.4. Summary (max 1 page)

---

Total duration of the action	<... months>
Objectives of the action	<Overall objective(s)> <Specific objective>
Partner(s)	
Target group(s) <sup>5</sup>	
Final beneficiaries <sup>6</sup>	
Estimated results	
Main activities	

<sup>5</sup> “Target groups” are the groups/entities who will be directly positively affected by the project at the Project Purpose level – See paragraph 2.3 in Section II for the list.

<sup>6</sup> “Final beneficiaries” are those who will benefit from the project in the long term at the level of the society or sector at large

Where applicable, clearly indicate the sector<sup>7</sup>, theme, or geographical area specified in the call for proposals to which the proposed action would apply:

### **1.5. Objectives (max 1 page)**

---

Describe the overall objective(s) to which the action aims to contribute towards and the specific objective that the action aims to achieve.

### **1.6. Relevance of the action (max 3 pages)**

---

Please provide the following information:

- Provide a general and detailed presentation and analysis of the problems and their interrelation at all levels.
- Provide a detailed description of the target groups and final beneficiaries and estimated number.
- Identify clearly the specific problems to be addressed by the action and the perceived needs and constraints of the target groups.
- Demonstrate the relevance of the action to the needs and constraints in general of the target country(ies) or region(s) and to the target groups/final beneficiary groups in particular and how the action will provide the desired solutions, in particular for the targeted beneficiaries and population.
- Demonstrate the relevance of the action to the priorities and requirements presented in the Call Guidelines.

### **1.7. Description of the action and its effectiveness (max 14 pages)**

---

Provide a description of the proposed action including, where relevant, background information that led to the formulation of the action. This should include:

- Overall Objective and the Purpose of the Action (max 1 page). Provide and describe the overall objective(s) to which the action aims to contribute towards as well as the purpose that the action aims to achieve.
- Outputs and expected results (max 4 pages). Indicate how the action will improve the situation of target groups/beneficiaries as well as the technical and management capacities of target groups and/or any local partners where applicable. Be specific and quantify outputs as much as possible. Indicate notably foreseen publications. Describe the possibilities for replication and extension of the action outcomes (multiplier effects)
- The proposed activities and their effectiveness (max 9 pages). Identify and describe in detail each activity to be undertaken to produce the results, justifying the choice of the activities and specifying where applicable the role of each partner (or associates or subcontractors) in the activities. In this respect, the detailed description of activities must not repeat the action plan.

Indicate clearly the sequence of, and links between all different activities in an appropriate Project Management form, identifying the critical path for implementing the action (start-to-finish, finish-to-finish, start -to-start, etc.)

### **1.8. Methodology (max 4 pages)**

---

Describe in detail:

---

<sup>7</sup> See paragraph 2.2 in Section II for the list of Sectors

- the methods of implementation and reasons for the proposed methodology;
- where the action is the prolongation of a previous action or project, how the action is intended to build on the results of this previous action;
- where the action is part of a larger programme, explain how it fits or is coordinated with this programme or any other eventual planned project. Please specify the potential synergies with other initiatives, in particular from the EC;
- the procedures for follow up and internal/external evaluation;
- the role and participation in the action of the various actors and stakeholders (local partner, target groups, local authorities, etc.), and the reasons for which these roles have been assigned to them;
- the organisational structure and team proposed for implementation of the action (by function: there is no need to include the names of individuals);
- the main means proposed for the implementation of the action (equipment, tools...) and for carrying out the proposed activities;
- the involvement of implementing partners, their role and relationship to the applicant, if applicable, and the applicant's relationship with them;
- the attitudes of all stakeholders towards the action in general and the activities in particular;
- any anticipated synergies with , or possible constraints due to other current or planned projects or activities in the vicinity of the location of the action.

### **1.9. Duration and indicative action plan for implementing the action**

The duration of the action will be <X> months.

The indicative action plan may not prejudge a specific start up implementation date. To this end, it may not make reference to specific dates or months, and therefore simply show "month 1", "month 2", etc.

Applicants are recommended to base the estimated duration for each activity and total period on the **most probable duration** and not on the shortest possible duration by taking into consideration all relevant factors that may affect the implementation timetable.

The activities stated in the action plan should correspond to the activities described in detail in this section. The implementing body shall be either the applicant or any of the partners, associates or subcontractors. Any months or interim periods without activities must be included in the action plan and count toward the calculation of the total estimated duration of the action.

The action plan for the first 12 months of implementation should be sufficiently detailed to give an overview of the preparation and implementation of each activity. The action plan for each of the subsequent years may be more general and should only list the main activities foreseen for those years. To this end, it shall be divided into six-month interim periods (NB: A more detailed action plan for each subsequent year will have to be submitted before receipt of new pre-financing payments, pursuant to Article 2.1 of the General Conditions of the grant contract).

The action plan shall be coherent with, and based on the identification of all links and relation between the different activities described in section 1.7.

The action plan will be drawn up using the following format:

Year 1													
	Semester 1						Semester 2						
Activity	Month 1	2	3	4	5	6	7	8	9	10	11	12	Implementing body
Example	example												Example
Preparation Activity 1 (title)													Local partner 1
Execution Activity 1 (title)													Local partner 1
Preparation Activity 2 (title)													Local partner 2
Etc.													

For the following years:										
Activity	Semester 3	4	5	6	7	8	9	10		Implementing body
Example	example									example
Execution Activity 1 (title)										Local partner 1
Execution Activity 2 (title)										Local partner 2
Preparation Activity 3 (title)										Local partner 1
Etc.										

### 1.10. Sustainability (max 3 pages)

- Provide a detailed risk analysis and eventual contingency plans. This should include at minimum a list of risks associated for each action proposed accompanied by relevant mitigation measures. A good risk analysis would include a range of risk types including physical, environmental, political, economic and social risks.
- Describe the main preconditions and assumptions during and after the implementation phase.
- Explain how sustainability will be secured after completion of the action. This may include aspects of necessary follow-up activities, built-in strategies, ownership etc., if any.

In so doing, please make a distinction between the following 3 dimensions of sustainability:

- Financial sustainability (financing will follow up activities, sources of revenue for covering all future operating and maintenance costs, etc.);
- Institutional level (which structures would allow, and how, the results of the action to continue be in place after the end of the action? Address issues about the local "ownership" of action outcomes);
- Policy level where applicable (What structural impact will the action have - e.g. will it lead to improved legislation, codes of conduct, methods, etc.).

## 2. BUDGET FOR THE ACTION

Fill in Annex B (worksheet 1) to the Guidelines for applicants for the total duration of the action and for its first 12 months. For further information see the Guidelines for grant applicants (Section 2.1.4).

### **3. EXPECTED SOURCES OF FUNDING**

Fill in Annex B (worksheet 2) to the Guidelines for applicants to provide information on the expected sources of funding for the action.

Please note that there are two different sheets to be completed

Please mention here below the contributions in kind to be provided (please specify), if any (maximum 1 page).

#### 4. EXPERIENCE OF SIMILAR ACTIONS

Maximum 1 page per action. Please provide a detailed description of actions managed by your organisation over the past three years

This information will be used to assess whether you have sufficient and stable experience of managing actions in the same sector and of a comparable scale to the one for which you are requesting a grant.

<b>Reference no:</b>	<b>Project title:</b>		<b>Sector (see section 2.2 of section II):</b>			
<b>Name of organisation</b>	<b>Location of the action</b>	<b>Cost of the action (EUR)</b>	<b>lead manager or partner</b>	<b>Donors to the action (name)<sup>8</sup></b>	<b>Amount contributed (by donor)</b>	<b>Dates (from dd/mm/yyyy to dd/mm/yyyy)</b>
...	...	...	...	...	...	...
<b>Object and results of the action</b>						
...						

<sup>8</sup> If the Donor is the EU Commission or an EU Member States, please specify the EC budget line, EDF or EU Member State.

## II. THE APPLICANT

<b>EuropeAid ID number<sup>9</sup></b>	
<b>Name of the organisation:</b>	

Applicants that are registered in PADOR do not need to fill in the rest of this section.

### 1. IDENTITY

<b>Legal Entity File number<sup>10</sup></b>	
<b>Abbreviation :</b>	
<b>Registration Number (or equivalent)</b>	
<b>Date of Registration</b>	
<b>Official address of Registration</b>	
<b>Country of Registration<sup>11</sup> / Nationality<sup>12</sup></b>	
<b>E-mail address of the Organisation</b>	
<b>Telephone number:</b> Country code + city code + number	
<b>Fax number:</b> Country code + city code + number	
<b>Website of the Organisation</b>	

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<sup>9</sup> This number is available to an organisation which registers its data in PADOR. For more information and to register, please visit <http://ec.europa.eu/europeaid/onlineservices/pador>

<sup>10</sup> If the applicant has already signed a contract with the European Commission

<sup>11</sup> For organisations. If not in one of the countries listed in section 2.1.1 of the Guidelines, please justify its location

<sup>12</sup> For individuals. If not in one of the countries listed in section 2.1.1 of the Guidelines, please justify its location

## 2. PROFILE

<b>Legal status</b>	
<b>Profit-Making</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>NGO</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Value based<sup>13</sup></b>	<input type="checkbox"/> Political <input type="checkbox"/> Religious <input type="checkbox"/> Humanistic <input type="checkbox"/> Neutral
<b>Is your organisation linked to another entity?</b>	<input type="checkbox"/> Yes, parent entity: (please specify its EuropeAid ID:.....) <input type="checkbox"/> Yes, controlled entity(ies) <input type="checkbox"/> No, independent

### 2.1. Category

<b>Category<sup>14</sup></b>	<b>Public</b>	<b>Private</b>
	<input type="checkbox"/> Public Administration <input type="checkbox"/> Decentralised representatives of Sovereign States <input type="checkbox"/> International Organisation <input type="checkbox"/> Judicial Institution <input type="checkbox"/> Local Authority <input type="checkbox"/> Implementation Agency <input type="checkbox"/> University/Education <input type="checkbox"/> Research Institute <input type="checkbox"/> Think Tank <input type="checkbox"/> Foundation <input type="checkbox"/> Association <input type="checkbox"/> Media <input type="checkbox"/> Network/Federation <input type="checkbox"/> Professional and/or Industrial Organisation <input type="checkbox"/> Trade Union <input type="checkbox"/> Cultural Organisation <input type="checkbox"/> Commercial Organisation	<input type="checkbox"/> Implementation Agency <input type="checkbox"/> University/Education <input type="checkbox"/> Research Institute <input type="checkbox"/> Think Tank <input type="checkbox"/> Foundation <input type="checkbox"/> Association <input type="checkbox"/> Media <input type="checkbox"/> Network/Federation <input type="checkbox"/> Professional and/or Industrial Organisation <input type="checkbox"/> Trade Union <input type="checkbox"/> Cultural Organisation <input type="checkbox"/> Commercial Organisation <input type="checkbox"/> Other Non State Actor

<sup>13</sup> Please choose only one set of values.

<sup>14</sup> Please specify 1) the Sector to which your organisation belongs, as defined in its statutes (or equivalent document): Public (established and/or funded by a public body) OR Private (established and/or funded by a private entity); 2) in the appropriate column, the Category to which your organisation belongs (ONE CHOICE ONLY).

## 2.2. Sector(s)<sup>15</sup>

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- 112 Basic education
- 113 Secondary education
- 114 Post-secondary education
- 121 Health, general
- 12240 Basic Nutrition
- 12250 Infectious Disease Control
- 12261 Health Education
- 12281 Health Personnel Development
- 13020 Reproductive Health Care
- 13040 STD control including HIV/AIDS
- 14 WATER SUPPLY AND SANITATION
- 15130 Legal and judicial development
- 15140 Government administration
- 15150 Strengthening civil society
- 15161 Elections
- 15162 Human Rights
- 15210 Security system management and reform
- 15220 Civilian peace-building, conflict prevention and resolution
- 15230 Post-conflict peace-building (UN)
- 15240 Reintegration and SALW control
- 15250 Land mine clearance
- 15261 Child soldiers (prevention and demobilisation)
- 16064 Social mitigation of HIV/AIDS
- 21 TRANSPORT AND STORAGE
- 220 Communications
- 22030 Radio/Television/Print Media
- 22040 Information and communication technology (ICT)
- 23 ENERGY
- 24 BANKING AND FINANCIAL SERVICES
- 25 BUSINESS AND OTHER SERVICES
- 311 Agriculture
- 312 Forestry
- 313 Fishing
- 321 Industry
- 322 Mineral resources and mining
- 323 Construction
- 331 Trade policy and regulation
- 332 Tourism
- 41 GENERAL ENVIRONMENTAL PROTECTION
- 42010 Women in development
- 52 DEVELOPMENTAL FOOD AID/FOOD SECURITY
- 600 ACTION RELATING TO DEBT
- 7 HUMANITARIAN AID
- 72030 Aid To Refugees (In Recipient Country)
- 730 Reconstruction relief
- 740 Disaster prevention and preparedness
- 92010 Support to national NGOs
- 92020 Support to international NGOs
- 92030 Support to local and regional NGOs
- 99820 Promotion of Development Awareness

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<sup>15</sup> Please tick the box for each sector your organisation has been active in. The sectors starting with a reference come from the DAC list set up by the OECD.

### 2.3. Target group(s)

---

- All
- Child soldiers
- Children (less than 18 years old)
- Community Based Organisation(s)
- Consumers
- Disabled
- Drug consumers
- Educational organisations (school, universities)
- Elderly people
- Illness affected people (Malaria, Tuberculosis, HIV/AIDS)
- Indigenous peoples
- Local authorities
- Migrants
- Non Governmental Organisations
- Prisoners
- Professional category
- Refugees and displaced
- Research organisations/Researchers
- SME/SMI
- Students
- Urban slum dwellers
- Victims of conflicts/catastrophies
- Women
- Young people
- Other (please specify): .....

### 3. CAPACITY TO MANAGE AND IMPLEMENT ACTIONS

#### 3.1. Experience by Sector (for each sector selected in 2.2.)

---

Sector	Year(s) of Experience	Experience in the last 3 years	Number of Projects	Estimated Amount (in thousand Euros)
	<input type="checkbox"/> Less than 1 <input type="checkbox"/> 1 to 3 years <input type="checkbox"/> 4 to 5 years <input type="checkbox"/> 6 to 10 years <input type="checkbox"/> 11 to 20 years <input type="checkbox"/> 20 years +	<input type="checkbox"/> Less than a year <input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years	<input type="checkbox"/> 1 to 5 <input type="checkbox"/> 6 to 10 <input type="checkbox"/> 11 to 20 <input type="checkbox"/> 21 to 50 <input type="checkbox"/> 51 to 200 <input type="checkbox"/> 200 to 500 <input type="checkbox"/> 500+	<input type="checkbox"/> Less than 1 <input type="checkbox"/> 1 to 5 <input type="checkbox"/> 5 to 20 <input type="checkbox"/> 20 to 50 <input type="checkbox"/> 50 to 100 <input type="checkbox"/> 100 to 300 <input type="checkbox"/> 300 to 1.000 <input type="checkbox"/> 1000 <input type="checkbox"/> Unknown
	<input type="checkbox"/> Less than 1 <input type="checkbox"/> 1 to 3 years <input type="checkbox"/> 4 to 5 years <input type="checkbox"/> 6 to 10 years <input type="checkbox"/> 11 to 20 years <input type="checkbox"/> 20 years +	<input type="checkbox"/> Less than a year <input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years	<input type="checkbox"/> 1 to 5 <input type="checkbox"/> 6 to 10 <input type="checkbox"/> 11 to 20 <input type="checkbox"/> 21 to 50 <input type="checkbox"/> 51 to 200 <input type="checkbox"/> 200 to 500 <input type="checkbox"/> 500+	<input type="checkbox"/> Less than 1 <input type="checkbox"/> 1 to 5 <input type="checkbox"/> 5 to 20 <input type="checkbox"/> 20 to 50 <input type="checkbox"/> 50 to 100 <input type="checkbox"/> 100 to 300 <input type="checkbox"/> 300 to 1.000 <input type="checkbox"/> 1000 <input type="checkbox"/> Unknown
	<input type="checkbox"/> Less than 1 <input type="checkbox"/> 1 to 3 years <input type="checkbox"/> 4 to 5 years <input type="checkbox"/> 6 to 10 years <input type="checkbox"/> 11 to 20 years <input type="checkbox"/> 20 years +	<input type="checkbox"/> Less than a year <input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years	<input type="checkbox"/> 1 to 5 <input type="checkbox"/> 6 to 10 <input type="checkbox"/> 11 to 20 <input type="checkbox"/> 21 to 50 <input type="checkbox"/> 51 to 200 <input type="checkbox"/> 200 to 500 <input type="checkbox"/> 500+	<input type="checkbox"/> Less than 1 <input type="checkbox"/> 1 to 5 <input type="checkbox"/> 5 to 20 <input type="checkbox"/> 20 to 50 <input type="checkbox"/> 50 to 100 <input type="checkbox"/> 100 to 300 <input type="checkbox"/> 300 to 1.000 <input type="checkbox"/> 1000 <input type="checkbox"/> Unknown

### 3.2. Experience by Geographical area (country or region)

By Geographical area (country or region)	Year(s) of Experience	Number of Projects	Estimated Amount (in thousand Euros)
	<input type="checkbox"/> Less than 1 <input type="checkbox"/> 1 to 3 years <input type="checkbox"/> 4 to 5 years <input type="checkbox"/> 6 to 10 years <input type="checkbox"/> 11 to 20 years <input type="checkbox"/> 20 years +	<input type="checkbox"/> 1 to 5 <input type="checkbox"/> 6 to 10 <input type="checkbox"/> 11 to 20 <input type="checkbox"/> 21 to 50 <input type="checkbox"/> 51 to 200 <input type="checkbox"/> 200 to 500 <input type="checkbox"/> 500+	<input type="checkbox"/> Less than 1 <input type="checkbox"/> 1 to 5 <input type="checkbox"/> 5 to 20 <input type="checkbox"/> 20 to 50 <input type="checkbox"/> 50 to 100 <input type="checkbox"/> 100 to 300 <input type="checkbox"/> 300 to 1.000 <input type="checkbox"/> 1000 <input type="checkbox"/> Unknown
	<input type="checkbox"/> Less than 1 <input type="checkbox"/> 1 to 3 years <input type="checkbox"/> 4 to 5 years <input type="checkbox"/> 6 to 10 years <input type="checkbox"/> 11 to 20 years <input type="checkbox"/> 20 years +	<input type="checkbox"/> 1 to 5 <input type="checkbox"/> 6 to 10 <input type="checkbox"/> 11 to 20 <input type="checkbox"/> 21 to 50 <input type="checkbox"/> 51 to 200 <input type="checkbox"/> 200 to 500 <input type="checkbox"/> 500+	<input type="checkbox"/> Less than 1 <input type="checkbox"/> 1 to 5 <input type="checkbox"/> 5 to 20 <input type="checkbox"/> 20 to 50 <input type="checkbox"/> 50 to 100 <input type="checkbox"/> 100 to 300 <input type="checkbox"/> 300 to 1.000 <input type="checkbox"/> 1000 <input type="checkbox"/> Unknown
	<input type="checkbox"/> Less than 1 <input type="checkbox"/> 1 to 3 years <input type="checkbox"/> 4 to 5 years <input type="checkbox"/> 6 to 10 years <input type="checkbox"/> 11 to 20 years <input type="checkbox"/> 20 years +	<input type="checkbox"/> 1 to 5 <input type="checkbox"/> 6 to 10 <input type="checkbox"/> 11 to 20 <input type="checkbox"/> 21 to 50 <input type="checkbox"/> 51 to 200 <input type="checkbox"/> 200 to 500 <input type="checkbox"/> 500+	<input type="checkbox"/> Less than 1 <input type="checkbox"/> 1 to 5 <input type="checkbox"/> 5 to 20 <input type="checkbox"/> 20 to 50 <input type="checkbox"/> 50 to 100 <input type="checkbox"/> 100 to 300 <input type="checkbox"/> 300 to 1.000 <input type="checkbox"/> 1000 <input type="checkbox"/> Unknown

#### Cross-reference of experience by Sector and by Geographical area:

Sector(s) (as selected in 2.2)	Geographical area(s) (country or region, as identified previously)

### 3.3. Resources

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#### 3.3.1 Financial data. Please provide the following information, if applicable, on the basis of the profit and loss account and balance sheet of your organisation

Year	Turnover or equivalent	Net earnings or equivalent	Total balance sheet or budget	Shareholders' equity or equivalent	Medium and long-term debt	Short-term debt (< 1 year)
N						
N-1						
N-2						

#### 3.3.2. Financing Source(s) (please tick the source(s) of the revenues of your organisation and specify the additional information requested)

Year	Source	Percentage (total for a given year must be equal to 100%)	Number of fee-paying members (only for source = Member's fees)
N	<input type="checkbox"/> EU Commission		N/A
N	<input type="checkbox"/> Member States Public Bodies		N/A
N	<input type="checkbox"/> Third Countries Public Bodies		N/A
N	<input type="checkbox"/> United Nations		N/A
N	<input type="checkbox"/> Other International Organisation(s)		N/A
N	<input type="checkbox"/> Private Sector		N/A
N	<input type="checkbox"/> Member's fees		
N	<input type="checkbox"/> Other (please specify): .....		N/A
N	Total	100%	N/A

Year	Source	Percentage (total for a given year must be equal to 100%)	Number of fee-paying members (only for source = Member's fees)
N – 1	<input type="checkbox"/> EU Commission		N/A
N – 1	<input type="checkbox"/> Member States Public Bodies		N/A
N – 1	<input type="checkbox"/> Third Countries Public Bodies		N/A
N – 1	<input type="checkbox"/> United Nations		N/A
N – 1	<input type="checkbox"/> Other International Organisation(s)		N/A
N – 1	<input type="checkbox"/> Private Sector		N/A
N – 1	<input type="checkbox"/> Member's fees		
N – 1	<input type="checkbox"/> Other (please specify): .....		N/A
N – 1	<b>Total</b>	<b>100%</b>	<b>N/A</b>
N – 2	<input type="checkbox"/> EU Commission		N/A
N – 2	<input type="checkbox"/> Member States Public Bodies		N/A
N – 2	<input type="checkbox"/> Third Countries Public Bodies		N/A
N – 2	<input type="checkbox"/> United Nations		N/A
N – 2	<input type="checkbox"/> Other International Organisation(s)		N/A
N – 2	<input type="checkbox"/> Private Sector		N/A
N – 2	<input type="checkbox"/> Member's fees		
N – 2	<input type="checkbox"/> Other (please specify): .....		N/A
N – 2	<b>Total</b>	<b>100%</b>	<b>N/A</b>

**3.3.3. Number of staff (full-time equivalent) (please tick one option for each type of staff):**

Type of staff	Paid	Unpaid
HQ Staff: recruited and based in Headquarters (located in Developed Country)	<input type="checkbox"/> < 10 <input type="checkbox"/> > 10 and < 50 <input type="checkbox"/> > 50 and < 100 <input type="checkbox"/> > 100 <input type="checkbox"/> N/A	<input type="checkbox"/> < 10 <input type="checkbox"/> > 10 and < 50 <input type="checkbox"/> > 50 and < 100 <input type="checkbox"/> > 100 <input type="checkbox"/> N/A
Expat Staff: recruited in Headquarters (located in Developed Country) and based in Developing Country	<input type="checkbox"/> < 10 <input type="checkbox"/> > 10 and < 50 <input type="checkbox"/> > 50 and < 100 <input type="checkbox"/> > 100 <input type="checkbox"/> N/A	<input type="checkbox"/> < 10 <input type="checkbox"/> > 10 and < 50 <input type="checkbox"/> > 50 and < 100 <input type="checkbox"/> > 100 <input type="checkbox"/> N/A
Local staff: recruited and based in Developing Country	<input type="checkbox"/> < 10 <input type="checkbox"/> > 10 and < 50 <input type="checkbox"/> > 50 and < 100 <input type="checkbox"/> > 100 <input type="checkbox"/> N/A	<input type="checkbox"/> < 10 <input type="checkbox"/> > 10 and < 50 <input type="checkbox"/> > 50 and < 100 <input type="checkbox"/> > 100 <input type="checkbox"/> N/A

**4. LIST OF THE MANAGEMENT BOARD/COMMITTEE OF YOUR ORGANISATION**

Name	Profession	Function	Country of Nationality	On the board since
Mr				
Ms				

### III. PARTNERS OF THE APPLICANT PARTICIPATING IN THE ACTION

#### 1. DESCRIPTION OF THE PARTNERS

This section must be completed **for each partner organisation** within the meaning of section 2.1.2 of the Guidelines for Applicants. Any associates as defined in the same section need not be mentioned. You must make as many copies of this table as necessary to create entries for more partners.

	Partner 1
<b>EuropeAid ID number:</b> <sup>16</sup>	
<b>Full legal name</b>	

Partners that are registered in PADOR do not need to fill in the rest of this section which is **marked in grey**.

<b>Date of Registration</b>	
<b>Legal status</b> <sup>17</sup>	
<b>Official address of Registration</b> <sup>18</sup>	
<b>Country of Registration</b> <sup>19</sup> / <b>Nationality</b> <sup>20</sup>	
<b>Contact person</b>	
<b>Telephone number:</b> country code + city code + number	
<b>Fax number:</b> country code + city code + number	
<b>E-mail address</b>	
<b>Number of employees</b>	
<b>Other relevant resources</b>	

<sup>16</sup> This number is available to an organisation which registers its data in PADOR. For more information and to register, please visit <http://ec.europa.eu/europeaid/onlineservices/pador>

<sup>17</sup> E.g. non profit making, governmental body, international organisation

<sup>18</sup> If not in one of the countries listed in section 2.1.1 of the Guidelines, please justify its location

<sup>19</sup> For organisations

<sup>20</sup> For individuals

<b>Experience of similar actions, in relation to the role in the implementation of the proposed action</b>	
<b>History of cooperation with the applicant</b>	
<b>Role and involvement in preparing the proposed action</b>	
<b>Role and involvement in implementing the proposed action</b>	

**Important:** This application form must be accompanied by a signed and dated partnership statement from each partner, in accordance with the model provided.

## 2. PARTNERSHIP STATEMENT

A partnership is a relationship of substance between two or more organisations involving shared responsibilities in undertaking the action funded by ReCoMaP (Contracting Authority). To ensure that the action runs smoothly, the Contracting Authority requires all partners to acknowledge this by agreeing to the principles of good partnership practice set out below.

1. All partners must have read the application form and understood what their role in the action will be before the application is submitted to the Contracting Authority.
2. All partners must have read the standard grant contract and understood what their respective obligations under the contract will be if the grant is awarded. They authorise the lead applicant to sign the contract with the Contracting Authority and represent them in all dealings with the Contracting Authority in the context of the action's implementation.
3. The applicant must consult with his partners regularly and keep them fully informed of the progress of the action.
4. All partners must receive copies of the reports - narrative and financial - made to the Contracting Authority.
5. Proposals for substantial changes to the action (e.g. activities, partners, etc.) should be agreed by the partners before being submitted to the Contracting Authority. Where no such agreement can be reached, the applicant must indicate this when submitting changes for approval to the Contracting Authority.
6. Where the Beneficiary does not have his headquarters in the country where the action is implemented, the partners must agree before the end of the action, on an equitable distribution of equipment, vehicles and supplies for the action purchased with the EU grant among local partners or the final beneficiaries of the action.

I have read and approved the contents of the proposal submitted to the Contracting Authority. I undertake to comply with the principles of good partnership practice.

Name:	
Organisation:	
Position:	
Signature:	
Date and place:	

#### IV. ASSOCIATES OF THE APPLICANT PARTICIPATING IN THE ACTION

This section must be completed for each associated organisation within the meaning of section 2.1.2 of the Guidelines for Applicants. You must make as many copies of this table as necessary to create entries for more associates.

	Associate 1
<b>Full legal name</b>	
<b>EuropeAid ID number:</b> <sup>21</sup>	
<b>Country of Registration</b>	
<b>Legal status</b> <sup>22</sup>	
<b>Official address</b>	
<b>Contact person</b>	
<b>Telephone number:</b> country code + city code + number	
<b>Fax number:</b> country code + city code + number	
<b>E-mail address</b>	
<b>Number of employees</b>	
<b>Other relevant resources</b>	
<b>Experience of similar actions, in relation to role in the implementation of the proposed action</b>	
<b>History of cooperation with the applicant</b>	
<b>Role and involvement in preparing the proposed action</b>	
<b>Role and involvement in implementing the proposed action</b>	

<sup>21</sup> This number is available to an organisation which registers its data in PADOR. For more information and to register, please visit <http://ec.europa.eu/europeaid/onlineservices/pador>

<sup>22</sup> E.g. non profit making, governmental body, international organisation

## V. CHECKLIST

**RECOMAP CALL FOR PROPOSALS. REF: *EuropAid/12771/M/ACT/RSA***

<b>ADMINISTRATIVE DATA</b>	To be filled in by the applicant
<b>Name of the Applicant</b>	
<b>EuropeAid ID number</b>	
<b>Nationality<sup>23</sup>/Country<sup>24</sup> and date of registration</b>	
<b>Legal Entity File number<sup>25</sup></b>	
<b>Legal status<sup>26</sup></b>	
<b>Partner 1</b>	Name/EuropeAid ID number: Nationality/Country of registration: Legal status:
<b>Partner 2</b>	Name/EuropeAid ID number: Nationality/Country of registration: Legal status:
<b>NB: Add as many rows as partners</b>	

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<sup>23</sup> For individuals

<sup>24</sup> For organisations

<sup>25</sup> If the applicant has already signed a contract with the European Commission

<sup>26</sup> E.g. non profit making, governmental body, international organisation...

<b>BEFORE SENDING YOUR PROPOSAL, PLEASE CHECK THAT EACH OF THE FOLLOWING COMPONENTS IS COMPLETE AND RESPECTS THE FOLLOWING CRITERIA :</b>	<b>To be filled in by the applicant</b>	
<b>Title of the Proposal:</b>	<b>Yes</b>	<b>No</b>
1. The correct grant application form, published for this call for proposals, has been used		
2. The proposal is typed and is in English or French,		
3. One original and two copies are included		
4. Each partner has completed and signed a partnership statement and the statements are included. Please indicate "Not applicable" (NA) if you have no partner		
5. The budget is presented in the format requested, is expressed in national currency and is enclosed		
6. The duration of the action is equal to or less than 18 months		
7. The requested contribution is equal to or higher than EUR. 10 000 (at the date of the completion of the proposal)		
8. The requested contribution is equal to or lower than EUR. 100 000 (at the date of the completion of the proposal)		
9. The applicant's contribution is equal to or higher than 5 % of the total eligible costs		
10. The Declaration by the applicant has been filled in and has been signed		

## VI. DECLARATION BY THE APPLICANT

The applicant, represented by the undersigned, being the authorised signatory of the applicant, including every partner, hereby declares that

- the applicant has the sources of financing and professional competence and qualifications specified in section 2 of the Guidelines for Applicants;
- the applicant undertakes to comply with the obligations foreseen in the partnership statement of the grant application form and with the principles of good partnership practice;
- the applicant is directly responsible for the preparation, management and implementation of the action with its partners and is not acting as an intermediary;
- the applicant and its partners are not in any of the situations excluding them from participating in contracts which are listed in Section 2.3.3 of the Practical Guide to contract procedures for EC external actions (available from the following Internet addresses: [http://ec.europa.eu/europeaid/work/procedures/index\\_en.htm](http://ec.europa.eu/europeaid/work/procedures/index_en.htm) and [www.recomap-io.org](http://www.recomap-io.org)). Furthermore, it is recognised and accepted that if we participate in spite of being in any of these situations, we may be excluded from other procedures in accordance with section 2.3.5 of the Practical Guide;
- if selected, the applicant is in a position to deliver immediately, upon request, the supporting documents stipulated under section 2.4 of the Guidelines for Applicants.;
- the applicant and each partner (if any) are eligible in accordance with the criteria set out under sections 2.1.1 and 2.1.2 of the Guidelines for Applicants;
- if recommended to be awarded a grant, the applicant accepts the contractual conditions as laid down in the Standard Contract annexed to the Guidelines for Applicants (annex E);
- the applicant and its partners are aware that, for the purposes of safeguarding the financial interests of the Communities, their personal data may be transferred to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.

The following grant applications have been submitted (or are about to be submitted) to the European Institutions, the European Development Fund and the EU Member States in the current year:

- <list only actions in the same field as this proposal>

The applicant is fully aware of the obligation to inform without delay the Contracting Authority to which this application is submitted if the same application for funding made to other European Commission departments or Community institutions has been approved by them after the submission of this grant application.

Signed on behalf of the applicant

<b>Name</b>	
<b>Signature</b>	
<b>Position</b>	
<b>Date</b>	

**VII. ASSESSMENT GRID**  
(to be used by the Contracting Authority)

	YES	NO
<b>STEP 1: OPENING SESSION AND ADMINISTRATIVE CHECK</b>		
1. The Deadline has been respected		
2. The Application form satisfied all the criteria mentioned in the Checklist (Section V of Part B of the Grant application form).		
The administrative verification has been conducted by: Date:		
<b>DECISION 1:</b> The Committee has recommended the Concept Note for Evaluation after having passed the Administrative check.		
<b>STEP 2 : EVALUATION OF THE CONCEPT NOTE</b>		
<b>DECISION 2:</b> The Committee has approved the Concept Note and decided to proceed with the evaluation of the full proposal after having pre-selected the best Concept Notes.		
The evaluation of the Concept Note has been conducted by: Date:		
<b>STEP 3: EVALUATION OF THE FULL APPLICATION FORM</b>		
<b>DECISION 3:</b> A. The Committee has recommended the proposal for Eligibility verification after having been provisionally selected within the top ranked scored proposals within the available financial envelope.		
B. The Committee has recommended the proposal for Eligibility verification after having been put on the reserve list according to the top ranked scored proposals		
The verification of the proposal has been conducted by: Date:		
<b>STEP 4: ELIGIBILITY VERIFICATION</b>		
3. The supporting documents listed hereunder, submitted according to the Guidelines (Section 2.4), satisfied all the eligibility criteria of the applicant and its partner(s) (if any)		
a. The applicant's statutes		
b. The statutes or articles of association of <u>all partners</u>		
c. The applicant's external audit report (if applicable)		
<to be inserted when the Contracting Authority is the European Commission> d. The Legal Entity File (see annex D of the Guidelines for Applicants) is duly completed and signed by the applicant and is accompanied by the justifying documents requested.		
<to be inserted when the Contracting Authority is the European Commission> e. A Financial Identification form (see annex E of the Guidelines for Applicants).		
f. Copy of the applicant's latest accounts.		
The assessment of the eligibility has been conducted by: Date:		
<b>DECISION 4:</b> The Committee has selected the proposal for funding after having verified its eligibility according to the criteria stipulated in the Guidelines.		

## ANNEX B

### Budget Form

**Annex III. Budget for the Action<sup>1</sup>**

Expenses	All Years				Year 1 <sup>2</sup>			
	Unit	# of units	Unit rate (national currency)	Costs (in Nat.Curr) <sup>3</sup>	Unit	# of units	Unit rate (in nat.Curr.)	Costs nat.Currency
<b>1. Human Resources</b>								
1.1 Salaries (gross amounts, local staff) <sup>4</sup>								
1.1.1 Technical	Per month				Per month			
1.1.2 Administrative/ support staff	Per month				Per month			
1.2 Salaries (gross amounts, expat/int. staff)	Per month				Per month			
1.3 Per diems for missions/travel <sup>5</sup>								
1.3.1 Abroad (staff assigned to the Action)	Per diem				Per diem			
1.3.2 Local (staff assigned to the Action)	Per diem				Per diem			
1.3.3 Seminar/conference participants	Per diem				Per diem			
<b>Subtotal Human Resources</b>								
<b>2. Travel<sup>6</sup></b>								
2.1. International travel	Per flight				Per flight			
2.2 Local transportation	Per month				Per month			
<b>Subtotal Travel</b>								
<b>3. Equipment and supplies<sup>7</sup></b>								
3.1 Purchase or rent of vehicles	Per vehicle				Per vehicle			
3.2 Furniture, computer equipment								
3.3 Machines, tools...								
3.4 Spare parts/equipment for machines, tools								
3.5 Other (please specify)								
<b>Subtotal Equipment and supplies</b>								
<b>4. Local office</b>								
4.1 Vehicle costs	Per month				Per month			
4.2 Office rent	Per month				Per month			
4.3 Consumables - office supplies	Per month				Per month			
4.4 Other services (tel/fax, electricity/heating, maintenance)	Per month				Per month			
<b>Subtotal Local office</b>								
<b>5. Other costs, services<sup>8</sup></b>								
5.1 Publications <sup>9</sup>								
5.2 Studies, research <sup>9</sup>								
5.3 Auditing costs								
5.4 Evaluation costs								
5.5 Translation, interpreters								
5.6 Financial services (bank guarantee costs etc.)								
5.7 Costs of conferences/seminars <sup>9</sup>								
5.8 Visibility actions								
<b>Subtotal Other costs, services</b>								

Expenses	All Years				Year 1			
	Unit	# of units	Unit rate (nat.currency)	Costs (nat.Curr.)	Unit	# of units	Unit rate (nat.currenc)	Costs (nat.curr.)
<b>6. Other</b>								
<b>Subtotal Other</b>								
<b>7. Subtotal direct eligible costs of the Action (1-6)</b>								
8. Provision for contingency reserve (maximum 5% of 7, subtotal of direct eligible costs of the Action)								
<b>9. Total direct eligible costs of the Action (7+ 8)</b>								
10. Administrative costs (maximum 7% of 9, total direct eligible costs of the Action)								
<b>11. Total eligible costs (9+10)</b>								

1. The Budget must cover all eligible costs of the Action, not just the Contracting Authority's contribution. The description of items must be sufficiently detailed and all items broken down into their main components. The number of units and unit rate must be specified for each component depending on the indications provided.

2. This section must be completed if the Action is to be implemented over a period of more than 12 months.

3. If the Contracting Authority is not the European Commission, the budget may be established in euro or in the currency of the country of the Contracting Authority. Costs and unit rates are rounded to the nearest euro cent.

4. If staff are not working full time on the Action, the percentage should be indicated alongside the description of the item and reflected in the number of units (not the unit rate).

5. Indicate the country where the per diems are incurred and the applicable rates (which must not exceed the scales published by the E.C. at the time of contract signature [http://ec.europa.eu/europeaid/work/procedures/index\\_en.htm](http://ec.europa.eu/europeaid/work/procedures/index_en.htm)). Per diems cover accommodation, meals and local travel within the place of the mission and sundry expenses.

6. Indicate the place of departure and the destination.

7. Costs of purchase or rental

8. Specify. Lump sums will not be accepted.

9. Only indicate here when fully subcontracted.

NOTA BENE: The beneficiary alone is responsible for the correctness of the financial information provided in these tables

**Expected sources of funding**

							Amount	Percentage
							national currency	of total
								%
Applicant's financial contribution								
In kind contribution:								
Commission/EDF contribution sought in this application								
Contribution(s) from other European Institutions or EU Member States								
<i>Name</i>	<i>Conditions</i>							
Contributions from other organisations:								
<i>Name</i>	<i>Conditions</i>							
TOTAL CONTRIBUTIONS								
Direct revenue from the Action								
OVERALL TOTAL								

## ANNEX C

### Legal Entity Sheet



## ANNEX D

### Financial Identification Sheet



## ANNEX E

### Standard Contract

**[How to complete these special conditions:**

**Where you see < ... >, enter the information relevant to the call for proposal in question.**

The phrases within [ ] **should only be included if appropriate**, while the paragraphs shaded in grey should only need to 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. 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 COMMUNITY -**

*<Grant contract identification number>*

[The European Community, represented by the Commission of the European Communities] **or** [*full name and address of the Contracting Authority*], ("the Contracting Authority")

of the one part,

and

*<Full official name of the Beneficiary, 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] ,  
("the Beneficiary")

of the other part,

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 for the implementation of the Action entitled: *<title of the Action>* ("the Action") described in Annex I.
- 1.2 The Beneficiary will be awarded the grant on the terms and conditions set out in this contract, which consists of these special conditions ("Special Conditions") and the annexes, which the Beneficiary hereby declares it has noted and accepted.
- 1.3 The Beneficiary accepts the grant and undertakes to carry out the Action under its own responsibility.

## Article 2 - Implementation period of the Action

- 2.1 This contract shall enter into force on the date when the last 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 last of the two Parties signs]
  - [the first day of the month following the date on which the first instalment of prefinancing is paid by the Contracting Authority]- [a later date],
  - [exceptionally, a date preceding the signature of the Contract but not preceding the Beneficiary's request for a grant or the signature of any relevant financing agreement between the European Commission and the recipient country].
- 2.3 The Action's implementation period, as laid down in Annex I, is <number of months>.

## Article 3 - Financing the Action

- 3.1 The total cost of the Action eligible for financing by the Contracting Authority is estimated at <... ..EURO **or** Contracting Authority currency>, as set out in Annex III.
- 3.2 The Contracting Authority undertakes to finance a maximum of <... ..EURO **or** Contracting Authority currency>, equivalent to <...>% of the estimated total eligible cost specified in paragraph 1; the final amount shall be established in accordance with Articles 14 and 17 of Annex II.

[3.3 Pursuant to Article 14.4 of the Annex II, <...>% (**maximum 7%**) of the final amount of direct eligible costs of the Action established in accordance with Articles 14 and 17 of the Annex II, may be claimed by the beneficiary as indirect costs.]

### **If sub-granting is foreseen in the Guidelines:**

[3.4 In order to support the achievement of the objectives of the action, as specified in Annex I of this Contract, the Beneficiary may award sub-grants. The sub-grants awarded by the Beneficiary are subject to eligibility rules as referred to in Annex IV. The minimum amount per one sub-grant is <.....EURO or Contracting Authority currency> > while the maximum amount per such sub-grant is < .....,EURO or Contracting Authority currency>.]

3.5 Only the types of activities as mentioned in the Description of the Action in Annex I are allowed to receive sub-grants.

3.6 The total amount of sub-grants to be awarded by the beneficiary within this grant contract is <... ..EURO or Contracting Authority currency>.]

## Article 4 - Narrative and financial reporting and payment arrangements

- 4.1 Narrative and financial reports shall be produced in support of payment requests, in compliance with Articles 2 and 15.1 of Annex II.
- 4.2 Payment will be made in accordance with Article 15 of Annex II. Of the options referred to in Article 15.1, the following will apply:

### **[Option 1**

Amount of first instalment of pre-financing: <... ..EURO **or** Contracting Authority currency>

Forecast final payment

(subject to the provisions of Annex II): <... .....EURO **or** Contracting Authority currency>

**[Option 2]**

First instalment of pre-financing (80% of the part of the forecast budget for the first 12 months of implementation financed by the Contracting Authority): <... .....EURO **or** Contracting Authority currency>

Further instalment(s) of pre-financing: <... .....EURO **or** Contracting Authority currency>

Forecast final payment (subject to the provisions of Annex II): <... .....EURO **or** Contracting Authority currency>]

**[Option 3]**

Forecast final (one-off) payment (subject to the provisions of Annex II): <... .....EURO **or** Contracting Authority currency>]

- 4.3 In case where the pre-financing instalments are to be paid by the Contracting authority, the first instalment of pre-financing will be paid to the Beneficiary within 45 days, as from the date of reception by the Contracting authority of signed contract accompanied by the Financial guarantee if required in accordance with article 15.7 of the General Conditions.

**Article 5 - Contact addresses**

- 5.1 Any communication relating to this contract must be in writing, state the number and title of the Action and be sent to the following addresses:

For the Contracting Authority

**[Option 1: where the Contracting Authority is the European Commission:**

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

European Commission  
<EuropeAid Cooperation Office/Delegation>  
For the attention of <address of the finance unit/section>

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

European Commission  
<EuropeAid Cooperation Office/Delegation>  
For the attention of <address of the management unit/section>]

[A copy of the reports referred to in Article 4.1 must be sent to the European Commission Delegation in charge of monitoring the Action, at the following address: <address of the Delegation>]

**[Option 2: where the Contracting Authority is not the European Commission:**

<address of the Contracting Authority's management department>]

[A copy of the reports referred to in Article 4.1 must be sent to the European Commission Delegation in charge of monitoring the Action, at the following address: <address of the Delegation>]

## For the Beneficiary

<address of the Beneficiary for correspondence>

[5.2 The audit firm which will carry out the verification(s) referred to in Article 15.6 of Annex II is <name, address, telephone 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

Annex II: General Conditions applicable to European Community-financed grant contracts for external Actions

Annex III: Budget for the Action

Annex IV: Contract-award procedures

Annex V: Standard request for payment and financial identification form

Annex VI: Model narrative and financial report

[Annex VII: Model report of factual findings and terms of reference for an expenditure verification of an EC financed grant contract for external actions]

[Annex VIII: Model financial guarantee]

6.2 In the event of conflict between the provisions of the Annexes and those of the Special Conditions, the provisions of the Special Conditions shall take precedence. In the event of 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 are supplemented by the following:

7.1.1 The additional reporting requirements as per Art. 2.4 of the General Conditions are as follows:

- For projects longer than 6 months: every six months, the Beneficiary must draw interim narrative and financial reports, to be submitted to the Contracting Authority not later than 30 days after the end of the related period. These reports and the corresponding supporting documents must be verified by the National ICZM Officer and/or RCU staff
- The final narrative and financial report must be verified by the National ICZM Officer and/or RCU staff, endorsed by the National Focal Point and approved by the Contracting Authority before the payment of the final balance.

7.2 The following derogations from the General Conditions shall apply:

7.2.1 By derogation from Article .....]

Done at <.....> in three originals in the English language, two of them for the Contracting Authority and one for the Beneficiary.

**For the Beneficiary**

Name

Title

Signature

Date

**For the Contracting Authority**

Name

Title

Signature

Date

**Endorsed for financing by the European Community<sup>1</sup>**

Name

Title

Signature

Date

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**ANNEX II**  
**General Conditions applicable to European Community-financed grant contracts for external actions**

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**General and administrative provisions**

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## GENERAL AND ADMINISTRATIVE PROVISIONS

### ARTICLE 1 - GENERAL OBLIGATIONS

- 1.1. The Beneficiary shall implement the Action under his own responsibility and in accordance with the Description of the Action in Annex I with a view to achieving the objectives laid down therein.
- 1.2. The Beneficiary shall implement the Action with the requisite care, efficiency, transparency and diligence, in line with best practice in the field concerned and in compliance with this Contract.

For this purpose the Beneficiary shall mobilise all the financial, human and material resources required for full implementation of the Action as specified in the Description of the Action.

- 1.3. The Beneficiary shall act alone or in partnership with one or more NGOs or other bodies identified in the Description of the Action. He may subcontract a limited portion of the Action. The bulk of the Action must, however, be undertaken by the Beneficiary and, where applicable, his partners.

Partners take part in the implementation of the Action, and the costs they incur are eligible in the same way as those incurred by the Beneficiary.

If implementation of the Action involves the conclusion of contracts by the Beneficiary, the contract-award procedures and rules of nationality and origin set out in Annex IV shall apply.

The Contracting Authority does not acknowledge any contractual link between itself and the Beneficiary's partner(s) or subcontractors. The Beneficiary alone shall be accountable to the Contracting Authority for the implementation of the Action. He shall undertake that the conditions applicable to him under Articles 1, 3, 4, 5, 6, 7, 8, 10, 14, 16 and 17 shall also apply to his partners, and those applicable under Articles 1, 3, 4, 5, 6, 8 and 16 to all his subcontractors. He shall include provisions to that effect as appropriate in his contracts with them.

- 1.4. The Beneficiary and the Contracting Authority are the only parties (the "Parties") to this Contract. Where the European Commission is not the Contracting Authority, it is not Party to this Contract, which confers on it only the rights and obligations explicitly mentioned therein. Nevertheless it shall endorse the Contract to ensure the financing of the Contracting Authority's grant from the European Communities' budget<sup>1</sup>, and the provisions in this Contract on visibility shall apply accordingly.

### ARTICLE 2 - OBLIGATION TO PROVIDE INFORMATION AND FINANCIAL AND NARRATIVE REPORTS

- 2.1. The Beneficiary must provide the Contracting Authority with all required information on the implementation of the Action. To that end, the Beneficiary must draw up interim reports and a final report. These reports shall consist of a narrative section and a financial section and shall conform to the model in Annex VI. They shall cover the Action as a whole, regardless of which part of it is financed by the Contracting Authority. Each

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<sup>1</sup> Where a grant is financed by the European Development Fund, any mention of Community financing must be understood as referring to European Development Fund financing.

report must provide a full account of all aspects of the Action's implementation for the period covered. In case where, in accordance with article 15.6, no expenditure verification report is required the Beneficiary has to provide a list detailing each item of expenditure incurred in the period covered by the report, and indicating for each its title, amount, relevant heading in the Budget of the Action and the reference of the justifying document, is annexed to it. The proofs of the transfers of ownership referred to in Art 7.3 are also annexed to the final report.

2.2. The Contracting Authority may request additional information at any time and that information must be supplied within 30 days of the request.

2.3. The reports shall be drafted in the language of the Contract. They shall be submitted to the Contracting Authority at the following intervals:

if payments are made in accordance with option 1 or option 3 of Article 15.1: a single final report shall be forwarded no later than three months after the implementation period as defined in Article 2 of the Special Conditions;

if payments are made in accordance with option 2 of Article 15.1:

- an interim report must accompany every request for payment ;
- the final report shall be forwarded no later than three months after the implementation period as defined in Article 2 of the Special Conditions.

The deadline for submission of the final report is extended to six months where the Beneficiary does not have its headquarters in the country where the Action is implemented.

2.4. Any additional reporting requirement will be set out in the Special Conditions.

2.5. If the Beneficiary fails to supply the Contracting Authority with a final report by the final report deadline laid down in Article 2.3 and fails to furnish an acceptable and sufficient written explanation of the reasons why he is unable to comply with this obligation, the Contracting Authority may terminate the Contract in accordance with Article 12.2 a) and recover the amounts already paid and not substantiated.

Furthermore, where payments are made in accordance with option 2 of Article 15.1 and the Beneficiary fails to present an interim report and a request for payment by the end of each twelve-month period following the date laid down in Article 2.2 of the Special Conditions, the Beneficiary must inform the Contracting Authority of the reasons why he is unable to do so, and provide a summary of progress in the Action. If the Beneficiary fails to comply with this obligation, the Contracting Authority may terminate the Contract in accordance with Article 12.2 a) and recover the amounts already paid and not substantiated.

### **ARTICLE 3 - LIABILITY**

3.1. The Contracting Authority cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the Beneficiary while the Action is being carried out or as a consequence of the Action. The Contracting Authority cannot therefore accept any claim for compensation or increases in payment in connection with such damage or injury.

- 3.2. The Beneficiary shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the Action is being carried out or as a consequence of the Action. The Beneficiary shall discharge the Contracting Authority of all liability arising from any claim or action brought as a result of an infringement by the Beneficiary or the Beneficiary's employees or individuals for whom those employees are responsible of rules or regulations, or as a result of violation of a third party's rights.

#### **ARTICLE 4 - CONFLICT OF INTERESTS**

The Beneficiary undertakes to take all necessary precautions to avoid conflicts of interests and shall inform the Contracting Authority without delay of any situation constituting or likely to lead to any such conflict.

There is a conflict of interests where the impartial and objective exercise of the functions of any person under this Contract is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another person.

#### **ARTICLE 5 - CONFIDENTIALITY**

Subject to Article 16, the Contracting Authority and the Beneficiary undertake to preserve the confidentiality of any document, information or other material communicated to them in confidence until at least seven years after the final payment. Where the European Commission is not the Contracting Authority it shall still have access to all documents communicated to the Contracting Authority and will maintain the same confidentiality.

#### **ARTICLE 6 - VISIBILITY**

- 6.1. Unless the European Commission agrees or requests otherwise, the Beneficiary must take all necessary steps to publicise the fact that the European Union has financed or co-financed the Action. Such measures must comply with the relevant rules on the visibility of external actions laid down and published by the Commission.
- 6.2. In particular, the Beneficiary shall mention the Action and the European Union's financial contribution in information given to the final recipients of the Action, in its internal and annual reports, and in any dealings with the media. It shall display the EU logo wherever appropriate.
- 6.3. Any notice or publication by the Beneficiary concerning the Action, including those given at a conference or seminar, must specify that the Action has received EU funding. Any publication by the Beneficiary, in whatever form and by whatever medium, including the internet, must include the following statement: *“This document has been produced with the financial assistance of the European Union. The contents of this document are the sole responsibility of < Beneficiary's name > and can under no circumstances be regarded as reflecting the position of the European Union.”*
- 6.4. The Beneficiary authorises the Contracting Authority and the European Commission (where it is not the Contracting Authority) to publish his name and address, the purpose of the grant, the maximum amount of the grant and rate of funding of the Action's eligible costs, as laid down in the Article 3.2 of the Special Conditions. A derogation

from publication of this information may be granted if it could endanger the Beneficiary or harm his commercial interests.

#### **ARTICLE 7 - OWNERSHIP/USE OF RESULTS AND EQUIPMENT**

- 7.1. Ownership of, and title and intellectual and industrial property rights to, the Action's results, reports and other documents relating to it shall be vested in the Beneficiary.
- 7.2. Notwithstanding the provisions of Article 7.1 and subject to Article 5, the Beneficiary grants the Contracting Authority (and the European Commission where it is not the Contracting Authority) the right to use freely and as it sees fit all documents deriving from the Action, whatever their form, provided it does not thereby breach existing industrial and intellectual property rights.
- 7.3. Where the Beneficiary does not have its headquarters in the country where the Action is implemented and unless otherwise specified in the Special Conditions, the equipment, vehicles and supplies paid for by the Budget for the Action must be transferred to any local partners of the Beneficiary and/or the final recipients of the Action, at the latest by the end of the implementation of the Action. Copies of the proofs of transfers of equipments and vehicles, the purchase cost of which was more than 5 000 euros per item, must be attached to the final report. Such proofs must be kept for control in all other cases.

#### **ARTICLE 8 – EVALUATION/MONITORING OF THE ACTION**

- 8.1. If the Commission carries out an interim or ex post evaluation or a monitoring mission, the Beneficiary shall undertake to provide it and/or the persons authorised by it with any document or information which will assist with the evaluation or monitoring mission, and grant them the access rights described in Article 16.2.
- 8.2. If either Party (or the European Commission) carries out or commissions an evaluation in the course of the Action, it must provide the other Party and the European Commission (or the Parties) with a copy of the evaluation report.

#### **ARTICLE 9 - AMENDMENT OF THE CONTRACT**

- 9.1. Any amendment to the Contract, including the annexes thereto, must be set out in writing in an addendum.

If an amendment is requested by the Beneficiary, he must submit that request to the Contracting Authority one month before the date on which the amendment should enter into force, unless there are special circumstances duly substantiated by the Beneficiary and accepted by the Contracting Authority.

- 9.2. However, where the amendment to the Budget or Description of the Action does not affect the basic purpose of the Action and the financial impact is limited to a transfer between items within the same main budget heading including cancellation or introduction of an item, or a transfer between main budget headings involving a variation of 15% or less of the amount originally entered (or as modified by addendum) in relation to each concerned main heading for eligible costs, the Beneficiary may amend the budget and inform in writing without delay the Contracting Authority accordingly. This method may not be used to amend the headings for administrative costs or the contingency reserve.

Changes of address, changes of bank account and changes of auditor may simply be notified, although this does not stop the Contracting Authority from opposing the Beneficiary's choice of bank account or auditor.

The Contracting Authority reserves the right to require that the auditor referred to in Article 5.2 of the Special Conditions be replaced if considerations which were unknown when the Contract was signed cast doubt on the auditor's independence or professional standards.

- 9.3. An addendum may not have the purpose or the effect of making changes to the Contract that would call into question the grant award decision or be contrary to the equal treatment of applicants. The maximum grant referred to in Article 3.2 of the Special Conditions may not be increased.

#### **ARTICLE 10 - ASSIGNMENT**

The Contract and the payments attached to it may not be assigned to a third party in any manner whatsoever without the prior written consent of the Contracting Authority.

#### **ARTICLE 11 - IMPLEMENTATION PERIOD OF THE ACTION, EXTENSION, SUSPENSION, FORCE MAJEURE AND END DATE**

- 11.1. The implementation period of the Action is laid down in Article 2 of the Special Conditions. The Beneficiary must inform the Contracting Authority without delay of any circumstances likely to hamper or delay the implementation of the Action. The Beneficiary may request an extension of the Action's implementation period no later than one month before it ends. The request must be accompanied by all the supporting evidence needed for its appraisal.
- 11.2. The Beneficiary may suspend implementation of all or part of the Action if circumstances (chiefly force majeure) make it too difficult or dangerous to continue. The Beneficiary must inform the Contracting Authority without delay and provide all the necessary details. Each Party may terminate the Contract in accordance with Article 12.1. If the Contract is not terminated, the Beneficiary shall endeavour to minimise the time of its suspension and shall resume implementation once circumstances allow, and shall inform the Contracting Authority accordingly.
- 11.3. The Contracting Authority may request the Beneficiary to suspend implementation of all or part of the Action if circumstances (chiefly force majeure) make it too difficult or dangerous to continue. Each Party may terminate the Contract in accordance with Article 12.1. If the Contract is not terminated, the Beneficiary shall endeavour to minimise the time of its suspension and shall resume implementation once circumstances allow, after obtaining the prior written approval of the Contracting Authority.
- 11.4. The implementation period of the Action shall be extended by a period equivalent to the length of suspension, without prejudice to any amendment to the Contract that may be necessary to adapt the Action to the new implementing conditions.
- 11.5. Force majeure shall mean any unforeseeable exceptional situation or event beyond the parties' control which prevents either of them from fulfilling any of their contractual obligations, is not attributable to error or negligence on their part (or the part of their subcontractors, agents or employees), and proves insurmountable in spite of all due diligence. Defects in equipment or material or delays in making them available, labour disputes, strikes or financial difficulties cannot be invoked as force majeure. A Party shall not be held in breach of its contractual obligations if it is prevented from fulfilling them by force majeure. Without prejudice to Articles 12.2 and 12.4, the Party faced with

force majeure shall inform the other Party without delay, stating the nature, probable duration and foreseeable effects of the problem, and take any measure to minimise possible damage.

- 11.6. The payment obligations of the European Community under this Contract shall end 18 months after the implementation period laid down in Article 2 of the Special Conditions, unless the Contract is terminated under Article 12.

The Contracting Authority shall notify the Beneficiary of any postponement of the end date.

## **ARTICLE 12 - TERMINATION OF THE CONTRACT**

- 12.1. If a Party believes that the Contract can no longer be executed effectively or appropriately, it shall consult the other Party. Failing agreement on a solution, either Party may terminate the Contract by serving two months' written notice, without being required to pay compensation.

- 12.2. The Contracting Authority may terminate the Contract, without giving notice and without paying compensation of any kind, where the Beneficiary:

a) fails, without justification, to fulfil any of the obligations incumbent on him and, after being given notice by letter to comply with those obligations, still fails to do so or to furnish a satisfactory explanation within 30 days of sending of the letter;

b) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

c) has been convicted of an offence concerning professional conduct by a judgement which has the force of res judicata or is guilty of grave professional misconduct proven by any justified means;

d) engages in any act of fraud or corruption or is involved in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests: this also applies to the partners, subcontractors and agents of the Beneficiary;

e) changes legal personality, unless an addendum recording that fact is drawn up;

f) does not comply with Articles 4, 10 and 16;

g) makes false or incomplete statements to obtain the grant provided for in the Contract or provides reports that do not reflect reality.

- 12.3. The Beneficiary who has made false declarations, has made substantial errors or committed irregularities and fraud, or has been found in serious breach of its contractual obligations may be excluded from all contracts financed by the Contracting authority for a maximum of five years from the date on which the infringement is established, as confirmed following the adversarial procedure with the Beneficiary. This period can be extended to 10 years in the event of a repeated offence within 5 years of the date referred above.

- 12.4. In the event of termination the Beneficiary shall be entitled to payment of the grant only for the part of the Action carried out, excluding costs connected with current

commitments that would be implemented after termination. For this purpose the Beneficiary shall introduce a payment request and a final report in accordance with Article 2.

- 12.5. However, in the event of wrongful termination of the Contract by the Beneficiary under Article 12.1 and in the cases specified in points d), e) and g) of Article 12.2, the Contracting Authority may request full or partial repayment of sums already paid from the grant, in proportion to the gravity of the failings in question and after allowing the Beneficiary to submit his observations.
- 12.6. Prior to, or instead of, terminating the Contract as provided for in this Article, the Contracting Authority may suspend payments as a precautionary measure without prior notice.
- 12.7. This Contract shall be terminated automatically if it has not given rise to any payment by the Contracting Authority within three years of its signature.

### **ARTICLE 13 - APPLICABLE LAW AND DISPUTE SETTLEMENT**

- 13.1. This Contract shall be governed by the law of the Contracting Authority or, where the Contracting Authority is the European Commission, by the European Community law supplemented as appropriate by Belgian law.
- 13.2. The Parties shall do everything possible to settle amicably any dispute arising between them during implementation of this Contract. To that end, they shall communicate their positions and any solution that they consider possible in writing, and meet each other at either's request. A Party must reply to a request for an amicable settlement within 30 days. Once this period has expired, or if the attempt to reach amicable settlement has not produced agreement within 120 days of the first request, each Party may notify the other that it considers the procedure to have failed.
- 13.3. In the event of failure to reach an amicable agreement, the dispute may by common agreement of the Parties be submitted to the conciliation of the European Commission if it is not the Contracting Authority. If no settlement is reached within 120 days of the opening of the conciliation procedure, each Party may notify the other that it considers the procedure to have failed.
- 13.4. In the event of failure of the above procedures, each Party may submit the dispute to the courts of the country of the Contracting Authority, or to the Brussels courts where the Contracting Authority is the European Commission.

## FINANCIAL PROVISIONS

### ARTICLE 14 - ELIGIBLE COSTS

- 14.1. Eligible costs are costs actually incurred by the beneficiary of this grant which meet all the following criteria:
- a) they are incurred during the implementation of the action as specified in Article 2 of the Special Condition with the exception of costs relating to final reports and expenditure verification. Eventual contracts for goods/services/works used/provided/delivered during the implementation period may have been awarded but not executed by the Beneficiary or his partners before the implementation period of the Action started, provided the provisions of Annex IV were respected. Such costs must be paid for before the final report is finalised.
  - b) have to be indicated in the estimated overall budget of the action,
  - c) have to be necessary for the implementation of the action which is the subject of the grant,
  - d) must be identifiable and verifiable, in particular being recorded in the accounting records of the beneficiary and determined according to the applicable accounting standards of the country where the beneficiary is established and according to the usual cost account practices of the beneficiary,
  - e) have to be reasonable, justified and comply with the requirements of sound financial management, in particular regarding economy and efficiency,
- 14.2. Subject to the above and where relevant to the provisions of Annex IV being respected, the following direct costs of the Beneficiary and his partners shall be eligible:
- the cost of staff assigned to the Action, corresponding to actual salaries plus social security charges and other remuneration-related costs; salaries and costs must not exceed those normally borne by the Beneficiary or his partners, as the case may be, unless it is justified by showing that it is essential to carry out the action;
  - travel and subsistence costs for staff and other persons taking part in the Action, provided they do not exceed those normally borne by the Beneficiary or his partners, as the case may be. Any flat-rate reimbursement of the subsistence costs must not exceed the rates set out in Annex III, which correspond to the scales published by the European Commission at the time of signing this contract;
  - purchase or rental costs for equipment and supplies (new or used) specifically for the purposes of the Action, and costs of services, provided they correspond to market rates;
  - costs of consumables;
  - subcontracting expenditure;
  - costs deriving directly from the requirements of the Contract (dissemination of information, evaluation specific to the Action, audits, translation, reproduction, insurance, etc.) including financial service costs (in particular the cost of transfers and financial guarantees);

- 14.3. A contingency reserve not exceeding 5 % of the direct eligible costs may be included in the Budget of the Action. It can be used only with the prior written authorisation of the Contracting Authority
- 14.4. A fixed percentage not exceeding 7% of the total amount of eligible costs of the Action may be claimed as indirect costs to cover the administrative overheads incurred by the Beneficiary for the Action, save where the Beneficiary is in receipt of an operating grant financed from the Communities' budget.. The flat-rate funding in respect of indirect costs does not need to be supported by accounting documents.

Indirect costs are eligible provided that they do not include costs assigned to another heading of the budget of this Contract.

This Article 14.4 does not apply in the case of an operating grant.

- 14.5. Unless otherwise specified in the Special Conditions, any contributions in kind , which must be listed separately at Annex III, do not represent actual expenditure and are not eligible costs. The contributions in kind may not be treated as co-financing by the Beneficiary. The cost of staff assigned to the Action is not a contribution in kind and may be considered as co-financing in the Budget of the Action when paid by the Beneficiary or his partners.

Notwithstanding to the above, if the Description of the Action foresees the contributions in kind, such contributions have to be provided.

- 14.6. The following costs shall not be considered eligible:
- debts and provisions for losses or debts;
  - interest owed;
  - items already financed in another framework;
  - purchases of land or buildings, except where necessary for the direct implementation of the Action, in which case ownership must be transferred to the final beneficiaries and/or local partners, at the latest at the end of the action;
  - currency exchange losses;
  - taxes, including VAT, unless the Beneficiary (or, where applicable, his partners) cannot reclaim and the applicable regulations authorise coverage of taxes;
  - credits to third parties.

#### **ARTICLE 15 - PAYMENT AND INTEREST ON LATE PAYMENT**

- 15.1. Payment procedures are set out in Article 4 of the Special Conditions and correspond to one of the three options below:

Option 1: Actions with an implementation period not exceeding 12 months or where the financing provided by the Contracting Authority does not exceed EUR 100 000

The Contracting Authority will pay the grant to the Beneficiary in the following manner:

- pre-financing of 80% of the sum referred to in Article 3.2 of the Special Conditions following the provisions in Article 4.3 of the Special Conditions.

- the balance within 45 days of the Contracting Authority approving the final report in accordance with Article 15.2, accompanied by a request for payment of the balance conforming to the model in Annex V.

Option 2: Actions with an implementation period of more than 12 months and where the financing provided by the Contracting Authority is more than EUR 100 000

The Contracting Authority shall pay the grant to the Beneficiary in the following manner:

- an initial pre-financing instalment of 80% of that part of the estimated budget for the first 12 months financed by the Contracting Authority, as specified in Article 4 of the Special Conditions, following the provisions in Article 4.3 of the Special Conditions.
- further pre-financing instalments of the amount specified in Article 4 of the Special Conditions and designed to normally cover the Beneficiary's financing needs for each twelve month period of implementation of the Action, within 45 days of the Contracting Authority approving an interim report in accordance with Article 15.2, accompanied by:
  - a request for payment conforming to the model in Annex V,
  - an expenditure verification report under Article 15.6,
  - a financial guarantee if required under Article 15.7;
- the balance within 45 days of the Contracting Authority approving the final report in accordance with Article 15.2, accompanied by:
  - a request for payment of the balance conforming to the model in Annex V,
  - an expenditure verification report if required under Article 15.6.

Further pre-financing may only be given if the part of the expenditure actually incurred which is financed by the Contracting Authority (by applying the percentage set out in Article 3.2 of the Special Conditions) stands at 70% at least of the previous payment (and at 100% of any previous payments) as supported by the corresponding interim report and, where applicable, by an expenditure verification report as specified in Article 15.6. Where the consumption of the previous pre-financing is less than 70%, the amount of the new pre-financing payment shall be reduced by the unused amounts of the previous pre-financing payment. The sum total of pre-financing under the Contract may not exceed 90% of the amount referred to in Article 3.2 of the Special Conditions.

### Option 3: All Actions

The grant shall be paid to the Beneficiary by the Contracting Authority in one payment within 45 days of the Contracting Authority approving the final report in accordance with Article 15.2, accompanied by:

- a request for payment of the balance conforming to the model in Annex V,
- an expenditure verification report if required under Article 15.6.

- 15.2. Any report shall be considered approved if there is no written reply from the Contracting Authority within 45 days of its receipt accompanied by the required documents.

The Contracting Authority may suspend the time-limit for approval of a report by notifying the Beneficiary that the report cannot be approved and that it finds it necessary to carry out additional checks. In such cases, the Contracting Authority may request clarification, alteration or additional information, which must be produced within 30 days of the request. The time-limit starts running again on the date the required information is received.

Reports shall be presented in accordance with Article 2.

- 15.3. The time-limit of 45 days for payment referred to in Article 15.1 above shall expire on the date on which the Contracting Authority's account is debited. Without prejudice to Article 12.6, the Contracting Authority may suspend this time-limit by notifying the Beneficiary that the request for payment is inadmissible, either because the amount in question is not due or because proper supporting documents have not been supplied or it thinks it necessary to conduct further checks, including on-the-spot checks, to make sure that the expenditure is eligible. The time-limit for payment shall start running again on the date on which a correctly formulated request for payment is recorded.

- 15.4. Once the time-limit referred to above has expired, the Beneficiary - unless the Beneficiary is a government department or public body in a Community Member State - may, within two months of receipt of the late payment, claim default interest:

- at the rediscount rate applied by the central bank of the country of the Contracting Authority if payments are in the currency of that country;
- at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, if payments are in euro,

on the first day of the month in which the time-limit expired, plus three and a half percentage points. The interest shall be payable for the time elapsed between the expiry of the payment deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive). This interest is not considered income for the purposes of Article 17.3. Any partial payments shall first cover the default interest thus established.

- 15.5. Where the award procedure or performance of the contract is vitiated by substantial errors or irregularities or by fraud attributable to the Beneficiary, the Contracting Authority may refuse to make payments or may recover amounts already paid, in proportion to the seriousness of the errors, irregularities or fraud. The Contracting Authority may also suspend payments in cases where there are suspected or established errors, irregularities or fraud committed by the Beneficiary in the performance of another contract funded by the general budget of the European Community or by budgets managed by it which are likely to affect the performance of the present contract.

- 15.6. A report on the verification of the Action's expenditure, produced by an approved auditor who is a member of an internationally recognised supervisory body for statutory auditing, shall be attached to:
- any request for further pre-financing payment if the total sum of the earlier and the new pre-financing payment exceeds EUR 750 000;
  - any request for payment of the balance in the case of a grant of more than EUR 100 000;
  - any request for payment of over EUR 100 000 for the financial year, in the case of an operating grant

The auditor examines whether the costs declared by the Beneficiary are real, accurately recorded and eligible in accordance with the Contract and issues an expenditure verification report conforming to the model in Annex VII.

The Beneficiary grants the auditor all access rights mentioned in Article 16.2.

The expenditure verification report accompanying a request for payment of the balance covers all expenditures not covered by any previous expenditure verification report.

Based on the expenditure verification report the Contracting Authority determines the total amount of eligible expenditure which may be deducted from the sum total of pre-financing under the Contract (clearance).

Where the Beneficiary is a government department or a public body of a Member State of the European Community, the Contracting Authority may exempt it from the expenditure verification requirement.

- 15.7. If the sum total of pre-financing paid and not cleared at any point in time under the Contract is more than 80% of the Contract amount and exceeds EUR 60 000, its payment must be fully covered by a financial guarantee. Where the Beneficiary is a non governmental organisation, such guarantee is requested if the sum total of pre-financing paid and not cleared at any point in time under the Contract is more than EUR 1 million or 90% of the Contract amount. The financial guarantee must be denominated in euro, conforming to the model in Annex VIII and, unless the Contracting Authority otherwise agrees, provided by an approved bank or financial institution established in one of the Member States of the European Community. This guarantee shall remain in force until its release by the Contracting Authority when the total amount of pre-financing under the Contract is once again less than EUR 1 million or after payment of the balance.
- 15.8. This provision shall not apply if the Beneficiary is a government department or public body or an international organisation, unless otherwise stipulated in the Special Conditions. The payments owed by the Contracting Authority shall be made to the bank account or sub-account referred to in the financial identification form in Annex V, which identifies the funds paid by the Contracting Authority and allows to calculate the interests produced by such funds.
- 15.9. The Contracting Authority shall make payments in the currency of the country to which it belongs or in euro, in accordance with the Special Conditions. In the latter case, any conversion into euro of the real costs borne in other currencies shall be done at the rate made up by the average of the rates published in InforEuro for the months covered by the relevant report, unless otherwise provided in the Special Conditions.

In the event of an exceptional exchange-rate fluctuation, the Parties shall consult each other with a view to restructuring the Action in order to lessen the impact of such a fluctuation. Where necessary, the Contracting Authority may take additional measures.

Any interest or equivalent benefits accruing from pre-financing paid by the Contracting Authority to the Beneficiary shall be mentioned in the interim and final reports. Subject to the conditions laid down in the basic act, any interest accruing from pre-financing equal or below EUR 250 000 paid by the Contracting authority shall not be due to the Contracting authority and may be used by the Beneficiary for the Action. Any interest accruing from pre financing of more than EUR 250 000 paid by the Contracting authority shall be assigned to the Action and deducted from the payment of the balance of the amounts due to the Beneficiary, unless the Contracting Authority requests the Beneficiary to reimburse the interest generated by pre-financing payments before the payment of the balance.

- 15.10. Subject to the conditions laid down in the basic act, in case of crisis management actions recognized as such by the Contracting authority, the interests accruing from pre-financing equal or below EUR 750 000 shall not be due to the Contracting authority and may be used by the Beneficiary for the Action. Any interest accruing from pre-financing of more than EUR 750 000 is due to the Contracting Authority.
- 15.11. The interests are not taken into account when calculating the sum total of pre-financing under the Contract.
- 15.12. Subject to the conditions laid down in basic act, the Contracting Authority shall recover the interests accruing from pre-financing of EUR 750 000 or more by the end of each financial year.
- 15.13. All references to days in this article 15 are to calendar days.

#### **ARTICLE 16 - ACCOUNTS AND TECHNICAL AND FINANCIAL CHECKS**

- 16.1. The Beneficiary shall keep accurate and regular accounts of the implementation of the action using an appropriate accounting and double-entry book-keeping system. These systems may either be an integrated part of the Beneficiary's regular system or an adjunct to that system. This system shall be run in accordance with the accounting and bookkeeping policies and rules that apply in the country concerned. Accounts and expenditure relating to the Action must be easily identifiable and verifiable. This can be done by using separate accounts for the Action concerned or by ensuring that expenditure for the action concerned can be easily identified and traced to and within the Beneficiary's accounting and bookkeeping systems. Accounts must provide details of interest accruing on funds paid by the Contracting Authority.

The Beneficiary shall ensure that the Financial Report (both interim and final) as required under Article 2 can be properly and easily reconciled to the Beneficiary's accounting and bookkeeping system and to the underlying accounting and other relevant records. For this purpose the Beneficiary shall prepare and keep appropriate reconciliations, supporting schedules, analyses and breakdowns for inspection and verification.

- 16.2. The Beneficiary will allow the European Commission, the European Anti-Fraud Office, the European Court of Auditors and any external auditor carrying out verifications as required per Article 15.6 to verify, by examining the documents or by means of on-the-spot checks, the implementation of the Action and conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the Action. These inspections may take place up to 7 years after the payment of the balance.

Furthermore, the Beneficiary will allow the European Anti-Fraud Office and any external auditor carrying out verifications as required per Article 15.6 to carry out checks and verification on the spot in accordance with the procedures set out in the European

Community legislation for the protection of the financial interests of the European Communities against fraud and other irregularities

To this end, the Beneficiary undertakes to give appropriate access to staff or agents of the European Commission, of the European Anti-Fraud Office and of the European Court of Auditors as well as to any external auditor carrying out verifications as required per Article 15.6 to the sites and locations at which the Action is implemented, including its information systems, as well as all documents and databases concerning the technical and financial management of the Action and to take all steps to facilitate their work. Access given to agents of the European Commission, European Anti-Fraud Office and the European Court of Auditors and to any external auditor carrying out verifications as required per Article 15.6 shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject. Documents must be easily accessible and filed so as to facilitate their examination and the Beneficiary must inform the Contracting Authority of their precise location.

The Contractor guarantees that the rights of the European Commission, of the European Anti-Fraud Office and of the European Court of Auditors as well as of any external auditor carrying out verifications as required per Article 15.6 to carry out audits, checks and verification will be equally applicable, under the same conditions and according to the same rules as those set out in this Article 16, to the Beneficiary's partners and subcontractors. Where a partner or subcontractor is an international organisation, any verification agreement concluded between such organisation and the European Commission applies.

16.3. In addition to the reports mentioned in article 2, the documents referred to in Article 16.2 include:

- Accounting records (computerised or manual) from the Beneficiary's accounting system such as general ledger, sub ledgers and payroll accounts, fixed assets registers and other relevant accounting information;
- Proof of procurement procedures such as tendering documents, bids from tenderers and evaluation reports;
- Proof of commitments such as contracts and order forms;
- Proof of delivery of services such as approved reports, time sheets, transport tickets (including boarding passes), proof of attending seminars, conferences and training courses (including relevant documentation and material obtained, certificates), etc;
- Proof of receipt of goods such as delivery slips from suppliers;
- Proof of completion of works, such as acceptance certificates;
- Proof of purchase such as invoices and receipts.
- Proof of payment such as bank statements, debit notices, proof of settlement by the subcontractor;
- For fuel and oil expenses, a summary list of the distance covered, the average consumption of the vehicles used, fuel costs and maintenance costs;
- Staff and payroll records such as contracts, salary statements, time sheets. For local staff recruited on fixed-term contracts, details of remuneration paid, duly substantiated by the person in charge locally, broken down into gross salary, social security charges, insurance and net salary. For expatriate and/or

European-based staff (if the action is implemented in Europe) analyses and breakdowns of expenditure per month of actual work; assessed on the basis of unit prices per verifiable block of time worked and broken down into gross salary, social security charges, insurance and net salary.

#### **ARTICLE 17 - FINAL AMOUNT OF FINANCING BY THE CONTRACTING AUTHORITY**

- 17.1. The total amount to be paid by the Contracting Authority to the Beneficiary may not exceed the maximum grant laid down in Article 3.2 of the Special Conditions, even if the total of actual eligible expenditure exceeds the estimated total budget set out in Annex III.
- 17.2. If the eligible costs at the end of the Action are less than the estimated total cost referred to in Article 3.1 of the Special Conditions, the Contracting Authority's contribution shall be limited to the amount obtained by applying the percentage laid down in Article 3.2 of the Special Conditions to the actual eligible costs approved by the Contracting Authority.
- 17.3. The Beneficiary accepts that the grant can under no circumstances result in a profit for himself and that it must be limited to the amount required to balance income and expenditure for the Action. Profit shall be defined as:
- In the case of a grant for an Action, a surplus of receipts over the costs of the Action in question when the request is made for payment of the balance. However, in the case of Actions designed specifically to strengthen the financial capacity of the Beneficiary, it is distribution to the members making up the beneficiary body of the surplus revenue resulting from its activity leading to their personal enrichment.
  - In the case of an operating grant, a surplus balance on the operating budget of the Beneficiary.

These provisions shall not apply to study, research or training scholarships paid to natural persons, nor in the case of prizes awarded following contests.

- 17.4. In addition and without prejudice to the right to terminate the Contract in accordance with Article 12.2, the Contracting Authority may, by a duly reasoned decision, if the Action is not implemented or is implemented poorly, partially or late, reduce the grant initially provided for in line with the actual implementation of the Action on the terms laid down in this Contract.

#### **ARTICLE 18 - RECOVERY**

- 18.1. The Beneficiary undertakes to repay any amounts paid in excess of the final amount due to the Contracting Authority within 45 days of receiving a request to do so.
- 18.2. Should the Beneficiary fail to make repayment within the deadline set by the Contracting Authority, the Contracting Authority may (unless the Beneficiary is a government department or public body of a Member State of the Community) increase the amounts due by adding interest:
- at the rediscount rate applied by the central bank of the country of the Contracting Authority if payments are in the currency of that country;
  - at the rate applied by the European Central Bank to its main refinancing transactions in euro where payments are in euro,

on the first day of the month in which the time-limit expired, plus three and a half percentage points. The default interest shall be incurred over the time which elapses between the date of the payment deadline set by the Contracting Authority (exclusive), and the date on which payment is actually made (inclusive). Any partial payments shall first cover the interest thus established.

- 18.3. Amounts to be repaid to the Contracting Authority may be offset against amounts of any kind due to the Beneficiary. This shall not affect the Parties' right to agree on payment in instalments. Where necessary the European Community may as a donor subrogate itself to the Contracting Authority.
- 18.4. Bank charges incurred by the repayment of amounts due to the Contracting Authority shall be borne entirely by the Beneficiary.

# EUROPEAN COMMUNITY CONTRIBUTION AGREEMENT WITH AN INTERNATIONAL ORGANISATION

<identification number of the contribution agreement>

The European Community, represented by the Commission of the European Communities, [or Name and address of the contracting authority, when it is not the Commission]<sup>1</sup> (“the Contracting Authority”)

of the one part,

and

<full name of Organisation> <acronym> with its Head office at <address>, > (“the Organisation”)

of the other part,

have agreed as follows:

## Special Conditions

### Article 1 - Purpose

- 1(1) The purpose of this Agreement is a contribution by the Contracting Authority for the implementation of the action entitled: <title of the Action> (“the Action”) as described in Annex 1.
- 1(2) The Organisation will be awarded the contribution on the terms and conditions set out in this Agreement, which [complies with the provisions of <reference to any relevant framework agreement between the Commission and the Organisation> and]<sup>2</sup> consists of these special conditions (“Special Conditions”) and their annexes.
- 1(3) The Organisation accepts the contribution and undertakes to do everything in its power to implement the Action under its own responsibility.
- 1(4) The Action <is/is not> a Joint Management Action for all purposes of this Agreement.
- [1(5) The Action <is/is not> a Multi-donor Action for all purposes of this Agreement.]

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<sup>1</sup> Choose the relevant option and delete the other. Please note that the footnotes only serve explanatory purposes and will not be reproduced in the real agreements.

<sup>2</sup> Delete if not applicable.

## Article 2 – Entry into force and Implementation Period

- 2(1) This Agreement shall enter into force on the date when the last of the two Parties signs.
- 2(2) The implementation of this Agreement will begin on:
- (select one)*
- the day following that on which the last of the two parties signs
  - the first day of the month following the date on which the first prefinancing is paid by the Contracting Authority
  - [a later date]
  - [a date preceding the signature of the Agreement but not preceding the Organisation's request for a contribution, nor the signature of any relevant financing agreement between the European Commission and the recipient country].
- 2(3) The implementation period of this Agreement, as laid down in Annex I, is <number of months>.

## Article 3 - Financing the Action

- 3(1) The total cost of the Action eligible for financing by the Contracting Authority is estimated at EUR <...>, as set out in Annex III.
- 3(2) The Contracting Authority undertakes to finance a maximum of EUR <...>, [*equivalent to [...] % of the estimated total eligible cost specified in paragraph 1*]<sup>3</sup>; the final amount will be established in accordance with Articles 14 and 17 of Annex II.
- 3(3) Pursuant to Article 14(4) of Annex II, <...> % 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 by the Organisation as indirect costs.

## Article 4 - Narrative and financial reporting and payment arrangements

- 4(1) Narrative and financial reports shall be produced in support of payment requests, in compliance with Articles 2 and 15(1) of Annex II.
- 4(2) Payment will be made in accordance with Article 15 of Annex II; of the options referred to in Article 15(1), the following will apply:<sup>4</sup>

### Option 1

Pre-financing	EUR <.....>
Forecast final payment (subject to the provisions of Annex II)	EUR <.....>

### Option 2

First pre-financing	EUR <.....>
Forecast further instalments of pre-financing (subject to the provisions of Annex II)	EUR <.....>
Forecast final payment	EUR <.....>

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<sup>3</sup> The percentage is not applicable in the case of Multi-donor Actions where the final funding of the Action is not known at the time of signing this Agreement.

<sup>4</sup> Delete the option which does not apply.

(subject to the provisions of Annex II)

4(3) The exchange rate referred to in article 2.7 of Annex II is : <...><sup>5</sup>

## Article 5 - Contact addresses

Any communication relating to this Agreement shall be in writing, shall state the number and title of the Action, and shall use the following addresses

For the Contracting Authority:<sup>6</sup>

### **Option 1: where the Contracting Authority is the European Commission:**

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

European Commission  
<Directorate General/Delegation>  
For the attention of <Financial Unit/Section, including address>

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

European Commission  
<Directorate General/Delegation>]For the attention of <Operational Unit/Section, including address>

A copy of the reports referred to in Article 4(1) shall be sent to the European Commission Delegation in charge of monitoring the Action, at the following address:

<.....><sup>7</sup>

### **Option 2: where the Contracting Authority is not the European Commission:**

<Address of the Contracting Authority's management department>

For the Organisation:

<.....>

## Article 6 - Annexes

6(1) The following documents are annexed to these Special Conditions and form an integral part of the Agreement:

- Annex I: Description of the Action
- Annex II: General Conditions applicable to European Community contribution agreements with international organisations
- Annex III: Budget for the Action
- Annex IV: Financial identification form

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<sup>5</sup> Delete if not applicable.

<sup>6</sup> Choose one option and delete the other.

<sup>7</sup> Delete if not applicable.

Annex V: Standard request for payment

6(2) In the event of a conflict between the provisions of the Annexes and those of the Special Conditions, the provisions of the Special Conditions shall take precedence. In the event of a conflict between the provisions of Annex II and those of the other annexes, the provisions of Annex II shall take precedence.

**[Article 7 - Other specific conditions applying to the Action]**

7(1) The following shall supplement the General Conditions:

7(1)(1) ...

7(2) The following derogations from the General Conditions shall apply:

7(2)(1) By derogation from Article ...

Done in <Brussels> in three originals in the English language, two for the Contracting Authority and one for the Organisation.

**For the Organisation**

Name

Position

Signature

Date

**For the Contracting Authority**

Name

Position

Signature

Date

**Endorsed for financing by the European Community (if necessary)<sup>8</sup>**

Name

Position

Signature

Date

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<sup>8</sup> Where the Contracting Authority is not the European Commission. Delete if not applicable.

## ANNEX II

### General Conditions applicable to European Community contribution agreements with international organisations

#### General and administrative provisions

Article 1 – General obligations .....	2
Article 2 – Obligations regarding information and financial and narrative reports .....	3
Article 3 – Liability .....	5
Article 4 – Conflict of interests .....	5
Article 5 – Confidentiality .....	5
Article 6 – Visibility.....	5
Article 7 – Ownership/use of results and equipment .....	6
Article 8 – Evaluation of the Action .....	7
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#### Financial provisions

Article 14 – Eligible costs .....	11
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## GENERAL AND ADMINISTRATIVE PROVISIONS

### ARTICLE 1 – GENERAL OBLIGATIONS

1.1. The Organisation shall ensure that the Action is carried out in accordance with the Description of the Action contained in Annex 1 and is responsible for achieving the objectives set out therein. The Organisation shall report on the indicators of achievement specified in the Description of the Action.

1.2. The Organisation shall implement the Action with the requisite degree of care, efficiency, transparency and diligence, as required by best practice in the field concerned, and in compliance with this Agreement.

The Organisation shall make every effort to mobilise all the financial, human and material resources required for full implementation of the Action, as specified in the Description of the Action.

1.3. The Organisation may act either alone or in partnership with one or more organisations mentioned in the Description of the Action. It may also contract parts of the Action, in accordance with the provisions of article 10 hereof.

Partners participate in implementing the Action, and the costs they incur are eligible under the same conditions as those incurred by the Organisation.

The Organisation is fully responsible for the co-ordination and execution of all contracted activities. The Contracting Authority recognises no contractual link between itself and the Organisation's partner(s) or between itself and a contractor.

1.4. The Organisation undertakes to ensure that the conditions imposed upon it under Articles 1, 3, 4, 5, 6, 7, 14, 16 and 17 of this Agreement also apply to all partners and contractors involved.

1.5. The Organisation shall take appropriate measures to prevent irregularities, fraud, corruption or any other illegal activity in the management of the Action. All suspected and actual cases of irregularity, fraud and corruption related to this Agreement as well as measures related thereto taken by the Organisation must be reported to the Contracting Authority without delay.

Where appropriate the Organisation shall terminate contracts with partners, contractors or agents involved in fraudulent behaviour or corrupt practices in connection with this or any other actions implemented by the Organisation and financed by the European Community or the Contracting Authority, and take all reasonable measures to recover funds unduly paid.

1.6. Without prejudice to Articles 1.3 and 10, the Agreement and the payments attached to it may not be assigned to a third party in any manner whatsoever without the prior written consent of the Contracting Authority.

1.7. The provisions regarding "Joint Management Actions" in these General Conditions may apply where at least one of the following conditions is met:

- the performance of the Action requires the pooling of resources from a number of donors, and where it is not reasonably possible or appropriate to assign the share contributed by each donor to each type of expenditure (hereinafter, "Multi-donor Actions"). Article 3(2) of the Special Conditions will not show the percentage of

estimated total eligible cost, to which the Contracting Authority contributes, where the final funding of the Action is not known at the time of signing the Agreement, or

- the European Commission and the Organisation are bound by a long-term framework agreement laying down the administrative and financial arrangements for their cooperation; or
- the European Commission and the Organisation have jointly assessed the feasibility and defined the implementation of the Action.

1.8. Where the European Community is not the Contracting Authority, it shall not be a party to this Agreement, which shall only confer on it rights and obligations where explicitly stated. It will nevertheless endorse the Agreement to ensure that the Contracting Authority's contribution is eventually paid by the European Community budget<sup>1</sup>, and the provisions on visibility in this Agreement will apply accordingly.

## **ARTICLE 2 – OBLIGATIONS REGARDING INFORMATION AND FINANCIAL AND NARRATIVE REPORTS**

2.1. The Organisation shall provide the Contracting Authority with full information on the implementation of the Action. To that end, the Organisation shall provide before signature of this Agreement a work plan for the first period of implementation as specified in the Description of the Action. The Organisation shall also draw up progress reports and a final report. These reports shall consist of a narrative part and a financial part. Reporting, narrative as well as financial, shall cover the whole of the Action, regardless of whether this Action is wholly financed or co-financed by the Contracting Authority.

2.2. The Contracting Authority may request additional information at any time, providing the reasons for the request. Such information shall be supplied within 30 days of the request.

2.3. The Organisation shall send the Contracting Authority progress reports in accordance with the provisions below. Every report shall provide a complete account of all aspects of implementation for the period covered.

The report shall be laid out in such a way as to allow comparison of the objective(s), the means envisaged or employed (in particular all expenses actually incurred by the Organisation), the results expected and obtained and the budget details for the Action. The level of detail in any report should match that of the Description of the Action and of the Budget for the Action.

2.4. The narrative report shall directly relate to this Agreement and shall at least include:

- Summary and context of the Action;
- Activities carried out during the reporting period (i.e. directly related to the Action description and activities foreseen in this Agreement);
- Difficulties encountered and measures taken to overcome problems;
- Changes introduced in implementation;
- Achievements/results by using the indicators included in this Agreement;

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<sup>1</sup> Where the contribution is financed out of the European Development Fund, mentions of European Community financing must be read as referring to European Development Fund financing.

- Work plan for the following period including objectives and indicators of achievement. If the report is sent after the end of the period covered by the preceding work plan, a new work plan, albeit provisional, is always required before such date.
- 2.5. The final report shall contain the above information (excluding the last indent) covering the whole implementation period of this Agreement, information on the measures taken to identify the European Union as the source of financing and details on the transfers of assets mentioned in article 7.3 if relevant, plus a full summary of the Action's income and expenditure and payments received.
- 2.6. The reports shall be presented in the same language as the Agreement. They shall be submitted at the following intervals:
- if payments follow option 1 in Article 15.1:
- a progress report shall be forwarded to the Contracting Authority at the end of every twelve-month period, where the implementation period of this Agreement is longer;
  - a final report shall be forwarded to the Contracting Authority within six months of the end of the implementation period of this Agreement as defined in Article 2 of the Special Conditions;
- if payments follow option 2 in Article 15.1:
- a progress report shall accompany every request for further instalment of pre-financing;
  - the final report shall be forwarded to the Contracting Authority within six months of the end of the implementation period of this Agreement as defined in Article 2 of the Special Conditions.
- 2.7. Reports will be submitted in Euro, and may be drawn from financial statements denominated in other currencies as per the Organisation's legislative requirements. Where necessary, actual expenditure will be converted into Euro using the rate of exchange at which the Contracting Authority's contribution was recorded in the Organisation's accounts, unless otherwise specified in article 4(3) of the Special Conditions.
- 2.8. Any additional reporting requirement will be set out in the Special Conditions.
- 2.9. If the Organisation fails to supply a final report by the final report deadline laid down in Article 2.6, and fails to furnish an acceptable written explanation of the reasons why it is unable to comply with this obligation, the Contracting Authority may refuse to pay any outstanding amount and recover any amounts unduly paid.
- Furthermore, where the Organisation fails to present a progress report and where relevant a request for payment by the end of each twelve-month period following the date laid down in Article 2(2) of the Special Conditions, the Organisation shall inform the Contracting Authority of the reasons why it is unable to do so, and shall provide a summary of the state of progress of the Action. If the Organisation fails to comply with this obligation, the Contracting Authority may terminate the Agreement in accordance with the first indent of Article 12.2, refuse to pay any outstanding amount and recover any amounts unduly paid.
- 2.10. In addition to the above mentioned reports, the Organisation will ensure that progress and situation reports, publications, press releases and updates, relevant to this Agreement, are communicated to the Contracting Authority as and when they are issued.

The Organisation and the Contracting Authority (the "Parties") will further endeavour to promote close collaboration and exchange of information on the Action. The Organisation

will invite the European Commission to join any donor committee which may be set up in connection with Multi-Donor Actions.

- 2.11. In any event the Organisation shall inform the Contracting Authority without delay of any circumstances likely to hamper or delay the implementation of the Action.

### **ARTICLE 3 – LIABILITY**

- 3.1. The Organisation shall have sole responsibility for complying with any legal obligation incumbent on it.
- 3.2. The Contracting Authority cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the Organisation while the Action is being carried out or as a consequence of the Action. The Contracting Authority cannot therefore accept any claim for compensation or increases in payment in connection with such damage or injury.
- 3.3. Subject to the rules governing the Organisation's privileges and immunities, the Organisation shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them in respect of or arising out of the Action. The Organisation shall discharge the Contracting Authority of all liability associated with any claim or action brought as a result of an infringement by the Organisation or the Organisation's employees or individuals for whom those employees are responsible of rules or regulations, or as a result of violation of a third party's rights.

### **ARTICLE 4 – CONFLICT OF INTERESTS**

The Organisation undertakes to take all necessary precautions to avoid conflicts of interests and shall inform the Contracting Authority without delay of any situation constituting or likely to lead to any such conflict.

There is a conflict of interests where the impartial and objective exercise of the functions of any person under this Agreement is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another party.

### **ARTICLE 5 – CONFIDENTIALITY**

Subject to article 16, the Contracting Authority and the Organisation undertake to preserve the confidentiality of any document, information or other material directly related to the Agreement and duly classified as confidential, until at least five years after the end date as specified in article 12.5. Where the European Commission is not the Contracting Authority, it shall still have access to all documents communicated to the Contracting Authority, and will maintain the same confidentiality.

### **ARTICLE 6 – VISIBILITY**

- 6.1. Unless the European Commission requests or agrees otherwise, the Organisation shall take all appropriate measures to publicise the fact that an Action has received funding from the European Union. Information given to the press, the beneficiaries of an Action, all related publicity material, official notices, reports and publications, shall acknowledge that the Action was carried out "with funding by the European Union" and shall display in an appropriate way the European logo (twelve yellow stars on a blue background).

It is understood that the Organisation's equipment and vehicles may routinely carry its emblem and other indications of ownership prominently displayed. In cases where equipment or vehicles and major supplies have been purchased using funds provided by the European Community, the Organisation shall include appropriate acknowledgement on such vehicles, equipment and major supplies (including display of the European logo (twelve yellow stars on a blue background) provided that such actions do not jeopardise the Organisation's privileges and immunities and the safety and security of the Organisation's staff.

- 6.2. The size and prominence of the acknowledgement and European Union logo shall be clearly visible in a manner that will not create any confusion regarding the identification of the Action as an activity of the Organisation, the ownership of the equipment and supplies by the Organisation, and the application to the Action of the Organisation's privileges and immunities.
- 6.3. All publications by the Organisation pertaining to Actions that have received funding from the European Community, in whatever form and whatever medium, including the internet, shall carry the following or a similar disclaimer: "This document has been produced with the financial assistance of the European Union. The views expressed herein can in no way be taken to reflect the official opinion of the European Union."
- 6.4. If the equipment bought with a European Community contribution is not transferred to local partners of the Organisation or the final recipient of the Action at the end of the implementation period of this Agreement, the visibility requirements as regards this equipment (in particular display of the European logo) shall continue to apply between the end of the implementation period of this Agreement and the end of the overall Action, if the latter is longer.
- 6.5. Publicity pertaining to European Community contributions shall quote these contributions in Euro, in parenthesis if necessary. The Organisation's publications and reports prepared in response to, and in accordance with, its legislative directives are excluded from this provision.
- 6.6. The Organisation accepts that the Contracting Authority and the European Commission (where it is not the Contracting Authority) publish in any form and medium, including on their websites the name and address of the Organisation, the purpose of the contribution as well as the amount contributed and if relevant the percentage of cofinancing.

Upon a duly substantiated request by the Organisation, the European Commission may agree to forego such publicity if disclosure of the above information would risk threatening the Organisation's safety or harming its interests.

## **ARTICLE 7 – OWNERSHIP/USE OF RESULTS AND EQUIPMENT**

- 7.1. Ownership, title and industrial and intellectual property rights in the results of the Action and the reports and other documents relating to it shall vest in the Organisation, as the case may be together with third parties or as may otherwise be agreed by the Organisation.
- 7.2. Notwithstanding the provisions of the first paragraph and subject to Article 5, the Organisation grants the Contracting Authority (and the European Commission where it is not the Contracting Authority) the right to use free of charge and as it sees fit all documents deriving from the Action, whatever their form, provided it does not thereby breach existing industrial and intellectual property rights.

- 7.3. Unless otherwise specified in the Special Conditions, the equipment, vehicles and supplies paid for by the Contracting Authority's funding shall be transferred to local authorities or partners (excluding commercial contractors) of the Organisation or to the final recipients of the Action by the end of the Action. The documentary proof of those transfers shall be kept for verification along with the documents mentioned in article 16.3.

#### **ARTICLE 8 – EVALUATION OF THE ACTION**

- 8.1. Representatives of the European Commission shall be invited to participate in the main monitoring and in the evaluation missions relating to the performance of the Action. The results of such missions shall be reported to the European Commission.
- 8.2. This is without prejudice to any evaluation mission which the European Commission as a donor may wish to perform. Evaluation missions by representatives of the European Commission should be planned and completed in a collaborative manner between the Organisation's staff and the European Commission's representatives, keeping in mind the commitment of the Parties to the effective and efficient operation of this Agreement. These missions are to be planned ahead and procedural matters are to be agreed upon by the European Commission and the Organisation in advance. The mission will offer to make a draft of its report available to the Organisation for comments prior to final issuance.

#### **ARTICLE 9 – AMENDMENT OF THE AGREEMENT**

- 9.1. Any modification of the Agreement, including the annexes thereto, shall be set out in writing in an amendment.

If the request for an amendment comes from the Organisation, the latter shall submit that request to the Contracting Authority one month before the amendment is intended to enter into force, unless there are special circumstances duly substantiated by the Organisation and accepted by the Contracting Authority. A request to extend the implementation period of this Agreement must be duly justified and submitted no later than one month before the end of it.

- 9.2. Where a modification to the Description of the Action and/or the Budget does not affect the basic purpose of the Action and the financial impact is limited to a transfer within a single budget heading, including cancellation or introduction of an item, or a transfer between budget headings involving a variation (as the case may be in cumulative terms) of 15 % or less of the amount originally entered (or as modified by a formal amendment) in relation to each concerned heading for eligible costs, the Organisation may amend the Budget and shall inform the Contracting Authority accordingly in writing. This method may not be used to amend headings for administrative costs or the contingency reserve.

Changes of address and changes of bank account may simply be notified in writing to the Contracting Authority. Changes of bank account must be specified in the request for payment, using the financial identification form attached as Annex IV.

#### **ARTICLE 10 – CONTRACTING**

- 10.1. If parts of the Action are contracted, the contracting arrangements, including in particular the principles for the award of procurement and grants, will be as specified in the Description of the Action. If they are not specified therein, the Organisation will present them to the Contracting Authority as soon as they are available. The Organisation will also inform the Contracting Authority, with as much prior notice as possible, of changes in

these arrangements. The Organisation will provide detailed information on contracting arrangements in the final report.

- 10.2. Unless otherwise agreed by the Parties in writing, the procurement of any goods, works or services and the award of grants by the Organisation and its partners in the context of the Action shall be carried out in accordance with the applicable rules and procedures adopted by the Organisation.

This is based on the understanding that the Organisation's rules and procedures conform to internationally accepted standards, in compliance with the principles of transparency, proportionality, sound financial management, equal treatment and non discrimination, care being taken to avoid any conflict of interests.

Without prejudice to the specific procedures and exceptions applied by the Organisation, the award by the Organisation of grants financed by the Contracting Authority's contribution shall comply with the following principles:

- may not be cumulative, awarded retrospectively or have the purpose or effect of producing a profit for the grant beneficiary;
- must involve co-financing, save in cases of humanitarian and crisis situation, the protection of health and fundamental rights of people, where the grant beneficiaries are third countries or other international organisations and where it is in the interest of the European Commission to be the sole donor.

- 10.3. If allowed by the applicable regulatory provisions of the European Community, the origin of the goods and the nationality of the organisations, companies and experts selected for carrying out activities in the Action shall be determined in accordance with the Organisation's relevant rules. In any event goods, organisations, companies and experts eligible under the applicable regulatory provisions of the European Community shall be eligible.

In all other cases the partners, contractors, experts and goods, the cost of which are financed out of the Contracting Authority's contribution, shall originate in the European Community or the country or countries eligible under the programme of which the Action is part. Any departure from the rules of origin and nationality set out above is subject to the specific provisions of the applicable regulatory provisions of the European Community.

- 10.4. The Organisation shall adopt reasonable measures, in accordance with its own procedures, to ensure that potential candidates or tenderers and grant beneficiaries shall be excluded from the participation in a procurement or award procedure financed by the Contracting Authority's contribution, if:

- they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- they have been convicted of an offence concerning their professional conduct by a judgement which has the force of *res judicata*;
- they have been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Community's financial interests;
- they are guilty of misrepresentation in supplying the information required as a condition of participation in the procedure or fail to supply this information.

- are subject to a conflict of interest.

- 10.5. With due regard to the applicable rules on confidentiality, security and protection of personal data, the Organisation shall provide on an annual basis to the Contracting Authority, a list of the names of contractors and grant beneficiaries financed by the Contracting Authority for its publication (including by electronic means such as Internet), unless such ex post publication is guaranteed by the Organisation itself.
- 10.6. In the event of failure to comply with the above provisions the relevant costs shall not be eligible for funding by the Contracting Authority.

#### **ARTICLE 11 – IMPLEMENTATION PERIOD OF THE AGREEMENT, SUSPENSION, *FORCE MAJEURE***

- 11.1. Irrespective of the starting date and implementation period of the Action, the implementation period of this Agreement shall be as set out in Article 2 of the Special Conditions
- 11.2. The Organisation may suspend implementation of all or part of the Action if circumstances (chiefly *force majeure*) make it too difficult or dangerous to continue. It shall inform the Contracting Authority without delay and provide all the necessary details. This Agreement may be terminated in accordance with Article 12.1. If the Agreement is not terminated, the Organisation shall endeavour to minimise the duration of the suspension and may resume implementation of the Action once the conditions allow, and shall inform the Contracting Authority accordingly.
- 11.3. The Contracting Authority may request the Organisation to suspend implementation of all or part of the Action if circumstances (chiefly *force majeure*) make it impossible or too difficult or dangerous to continue. This Agreement may be terminated in accordance with Article 12.1. If the Agreement is not terminated, the Organisation shall endeavour to minimise the duration of the suspension and shall resume implementation of the Action once the conditions allow, with the prior written approval of the Contracting Authority.
- 11.4. The implementation period of this Agreement is automatically extended by an amount of time equivalent to the duration of the suspension. This is without prejudice to any amendments to the Agreement which may be necessary to adapt the Action to the new implementing conditions.
- 11.5. *Force majeure* shall mean any unforeseeable exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under this Agreement, was not attributable to error or negligence on their part (or of their partners, contractors, agents or employees), and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making them available, labour disputes, strikes or financial problems cannot be invoked as *force majeure* by the defaulting party. Neither of the Parties shall be held liable for breach of its obligations under the Agreement if it is prevented from fulfilling them by *force majeure*. Without prejudice to Articles 11.2 and 11.3 above, the Party invoking *force majeure* shall notify the other without delay, stating the nature, likely duration and foreseeable effect, and take any measure to minimise possible damage.

#### **ARTICLE 12 – TERMINATION OF THE AGREEMENT**

- 12.1. If, at any time, either Party believes that the purposes of this Agreement can no longer be effectively or appropriately carried out, it shall consult the other Party. Failing agreement on a solution, either Party may terminate this Agreement by serving two months' written

notice. In this event, the Organisation shall be entitled to payment of the contribution only for the part of the Action carried out, and to reimbursement of commitments entered into by the Organisation for the implementation of the Action, which the Organisation cannot reasonably terminate on legal grounds.

12.2. Where the Organisation:

- fails, without justification, to fulfil any of the obligations incumbent on it and, after being given notice by letter to comply with those obligations, still fails to do so or to furnish a satisfactory explanation within 30 days of sending of the letter;
- fails to comply with articles 1.5, 1.6 or 4;
- makes false or incomplete statements to obtain the contribution provided for in the Agreement or provides reports that do not reflect reality;
- commits financial irregularities or is guilty of grave professional misconduct;
- undergoes legal, financial, technical or organisational change that is liable to affect this Agreement substantially or to call the award decision into question;

the Contracting Authority will enter into discussions with the Organisation and, failing a proper solution within one month, may terminate this Agreement, without prior notice and without paying compensation of any kind. In that event the Contracting Authority may demand full or partial repayment of any amounts unduly paid, after allowing the Organisation to submit its observations.

12.3. Prior to or instead of terminating the Agreement as provided for in Article 12.2, the Contracting Authority may suspend payments or (exceptionally) the eligibility of expenses as a precautionary measure, informing the Organisation immediately.

12.4. This Agreement shall be automatically terminated if it has not given rise to a payment by the Contracting Authority (including pre-financing) within three years of its signature.

12.5. Unless this Agreement is earlier terminated pursuant to this Article 12, the payment obligations of the European Community hereunder shall cease at the “end date”, which shall occur 18 months after the end of the implementation period as defined in Article 2 of the Special Conditions.

The Contracting Authority notifies the Organisation of any postponement of the end date. The Contracting Authority shall postpone the end date, so as to be able to fulfil its payment obligations, in all cases where the Organisation has filed the payment request in accordance with contractual provisions or, in case of dispute, until completion of the dispute settlement procedure provided for in article 13.

### **ARTICLE 13 – SETTLEMENT OF DISPUTES**

13.1. The Parties shall endeavour to settle amicably any dispute or complaint relating to the interpretation, application or fulfilment of this Agreement, including its existence, validity or termination. In default of amicable settlement, any Party may refer the matter to arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States in force at the date of this Agreement.

13.2. The language to be used in the arbitral proceedings shall be English. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration following a written request submitted by either Party. The Arbitrator’s decision shall be binding on all Parties and there shall be no appeal.

- 13.3. Nothing in this Agreement shall be interpreted as a waiver of any privileges or immunities accorded to any Party hereto by its constituent documents or international law.

## FINANCIAL PROVISIONS

### ARTICLE 14 – ELIGIBLE COSTS

- 14.1. To be considered eligible as direct costs under this Agreement, costs must:
- be necessary for carrying out the Action, be provided for specifically in this Agreement and comply with the principles of sound financial management, in particular value for money and cost-effectiveness;
  - have actually been incurred during the implementation period of this Agreement as defined in article 2 of the Special Conditions, whatever the time of actual disbursement by the Organisation;
  - be recorded in the Organisation's or Organisation's partners' accounts, be identifiable, backed by originals of supporting evidence (as the case may be in electronic form), and verifiable pursuant to the provisions of article 16.4.
- 14.2. Subject to the above and without prejudice to article 10.4, the following direct costs of the Organisation or its implementing partners may in particular be eligible:
- the cost of staff assigned to the Action, corresponding to actual salaries plus social security charges and other remuneration-related costs (including in the form of provisions). Identifiable personnel costs at headquarters level arising as a direct consequence of the Action may be included. Salaries and costs will not exceed those normally borne by the Organisation or partners;
  - travel and subsistence costs for staff taking part in the Action, provided they do not exceed those normally borne by the Organisation or partners;
  - purchase costs for equipment (new or used) which are attributable to the Action;
  - purchase costs for goods and services (transport, storage and distributing, rent of equipment, etc.) which are directly attributable to the Action;
  - costs directly arising out of, or related to, accepting or distributing contributions in kind;
  - costs of consumables and supplies directly attributable to the Action;
  - expenditure on contracting directly attributable to the Action;
  - the proportion of field office costs that corresponds to the amount of activity directly attributable to the Action or to the proportion of funding by the Contracting Authority;
  - costs deriving directly from the requirements of this Agreement (dissemination of information, evaluation specific to the Action, specific reporting for the needs of the Contracting Authority, translation, reproduction, insurance, targeted training for those involved in the Action, etc.) including financial service costs (in particular bank fees for transfers).
- 14.3. The following costs shall not be considered eligible:
- debts and provisions for possible future losses or debts;
  - interest owed by the Organisation to any third party;
  - items already financed from other sources;
  - purchases of land or buildings;
  - currency exchange losses;
  - taxes, duties and charges (unless the Organisation is not able to reclaim them and if allowed by the applicable regulatory provisions of the European Community).

- 14.4. A fixed percentage of direct eligible costs, not exceeding 7 %, may be claimed as indirect costs by the Organisation to cover the administrative overheads incurred for the Action.
- Subject to the above, for comparable Actions and Actions where there is more than one donor the amount recovered shall not, in percentage terms, be higher or lower than for other comparable contributions.
- Indirect costs are eligible provided that they do not include costs assigned to another heading of the budget of this Agreement.
- Indirect costs may be charged on the value of in-kind commodities delivered by the Contracting Authority, including their associated costs.
- Where the rates applied in accordance with the Organisation's governing bodies' decisions exceed 7%, the Organisation may recover the balance as direct eligible costs, subject to the provisions governing direct eligible costs referred to in this article 14 being fulfilled.
- Indirect costs shall not be eligible where the Agreement concerns the financing of an Action where the Organisation is already receiving an operating grant from the European Community during the period in question.
- 14.5. A contingency reserve may be included in the Budget of the Action, to cover any adjustment necessary in the light of changed circumstances on the ground. The contingency reserve should not be higher than 5% of eligible costs and can only be used with the prior written (by letter) authorisation of the Contracting Authority, upon a duly justified request from the Organisation.
- 14.6. In the case of co-financing, contributions in kind made by the Organisation or its partners may neither be considered as co-financing nor as eligible costs. The cost of staff assigned to the Action is not a contribution in kind and may be considered as co-financing in the Budget for the Action when paid by the Organisation or its partners.

## **ARTICLE 15 – PAYMENTS**

- 15.1. Payment procedures are set out in Article 4 of the Special Conditions and follow one of the two options below:

Option 1: When the implementation period of the Agreement does not exceed 12 months or the contribution is less than EUR 100 000

The Contracting Authority will provide a payment of pre-financing of from 80% up to 95% of the sum referred to in Article 3(2) of the Special Conditions less contingencies within 45 days of receiving the Agreement signed by both Parties and accompanied by a request for payment conforming to the model attached as Annex V.

The Contracting Authority will pay the balance within 45 days of approving the final report.

Option 2: When the implementation period of the Agreement exceeds 12 months and the contribution is of EUR 100 000 or more

The Contracting Authority will provide a payment of pre-financing of from 80% to 95% of that part of the forecast budget for the first 12 months of an Action which is being financed by it (excluding contingencies) within 45 days of receiving the Agreement signed by both Parties and accompanied by a request for payment conforming to the model attached as Annex V.

Each further instalment of pre-financing will cover the remainder of the Contracting Authority's part of the planned budget for the previous period (including any approved contingencies) plus a pre-financing of from 80% to 95% of that part of the forecast budget for the subsequent 12-month period (or of the remaining period if shorter as regards the last instalment of pre-financing) which is financed by it (excluding contingencies), and be made by the Contracting Authority within 45 days of approving a progress report, provided that at least 70% of the immediately preceding payment (and 100% of previous payments if any) has been incurred, as proven by the relevant report. For the purpose of this provision funds are incurred when they are the subject of a formal legal commitment between the Organisation (or its partners) and a third party.

The Contracting Authority will pay the balance within 45 days of approving the final report.

- 15.2. Any report will be deemed approved 45 days after receipt, accompanied by a request for payment conforming to the model attached as Annex V, if the Contracting Authority has not reacted.

If the Contracting Authority does not intend to approve a report, as submitted, it shall revert to the Organisation with a request explaining the reason and specifying the additional information it requires within the first 45-day period. The deadline for approving the report shall be suspended pending the receipt of the requested information. If the Contracting Authority deems that a payment request cannot be met, it shall revert to the Organisation with a request explaining the reason and specifying the additional information it requires within the second 45-day period. The payment period shall be suspended pending the registration of a properly formulated payment request.

Reports shall be presented in accordance with the stipulations of Article 2.

Approval of a report does not imply recognition of the regularity, authenticity, completeness and correctness of the declarations and information contained therein.

- 15.3. On expiry of the payment period specified in article 15.1, the Organisation may, within two months of receiving late payment, demand interest at the rate applied by the European Central Bank to its principal refinancing operations, as published in the C series of the Official Journal of the European Union on the first day of the month in which payment was due, increased by three and a half percentage points.

The interest shall be payable for the period elapsing from the day following expiry of the time limit for payment up to the day of payment. Any partial payment shall first cover the interest.

The interest shall not be treated as an income for the purposes of determining the final amount of Community financing within the meaning of article 17. The suspension of payment by the Contracting Authority may not be considered as late payment.

- 15.4. The level of pre-financing referred to in article 15.1 above shall be set at a level of between 80% and 95 % in 5% increments taking into account past record of the Organisation in particular as regards timely submission of the final report.
- 15.5. The Contracting Authority will make payments in EUR into the bank account referred to in the financial identification form in Annex IV. Where payment is to be made to a bank account which is already known to the Contracting Authority, the Beneficiary may provide a copy of the relevant financial identification form.
- 15.6. Where feasible, the funds paid by the Contracting Authority shall be maintained in Euro denominated bank accounts. They may be pooled together with contributions from other donors. They may be exchanged for other currencies in order to facilitate their disbursement.
- 15.7. For Joint Management Actions, the Organisation's rules and procedures pertaining to bank interest shall apply, and an equal treatment among donors shall be ensured. This is based on the understanding that these rules and procedures conform to internationally accepted standards.

In all other cases, interest earned by the Organisation on funds received from the Contracting Authority shall be identified as such and reflected in reports to the Contracting Authority. In such cases, subject to the conditions provided for in the applicable regulations of the European Community:

- Interests earned on pre-financing payments equal or below EUR 250 000 (or for crisis management, equal or below EUR 750 000 per agreement at the end of each financial year and for projects of a duration of more than 12 months) shall not be due to the Contracting Authority.

- Interest earned on pre-financing payments exceeding the amounts indicated above and below EUR 750 000 shall be assigned to the Action and deducted from the payment of the balance of the amounts due to the Organisation, unless the Contracting Authority requests the Organisation to reimburse the interest generated by pre-financing payments before the payment of the balance.

The Contracting Authority shall recover for each reporting period following the implementation of the Agreement the amount of earned by pre-financing payments exceeding EUR 750 000 per agreement at the end of the financial year.

## **ARTICLE 16 – ACCOUNTS AND TECHNICAL AND FINANCIAL CHECKS**

- 16.1. The Organisation shall keep accurate and regular records and accounts of the implementation of the Action. Separate accounts shall be kept for each Action, and shall detail all income and expenditure.

For Joint Management Actions, the accounting regulations and rules of the Organisation shall apply. This is based on the understanding that these regulations and rules conform to internationally accepted standards.

In all other cases the Organisation shall use a dedicated double-entry book-keeping system as part of or as an adjunct to the Organisation's own accounts. This dedicated system shall follow the procedures dictated by professional practice and provide precise details of interest accruing on funds paid by the Contracting Authority.

- 16.2. Financial transactions and financial statements shall be subject to the internal and external auditing procedures laid down in the Financial Regulations, Rules and directives of the

Organisation. A copy of the audited financial statements shall be submitted to the European Commission by the Organisation.

- 16.3. The Organisation shall, until at least five years after the end date as specified in article 12.5:
- keep financial accounting documents concerning the activities financed by the contribution and,
  - make available to the competent bodies of the European Communities, upon request, all relevant financial information, including statements of accounts concerning the Action, whether they are executed by the Organisation or by its implementing partners or contractors.
- 16.4. In conformity with its financial regulations, the European Communities, including its Court of Auditors, may undertake, including on the spot, checks related to the Actions financed by the Contracting authority.
- 16.5. These provisions shall be applied in accordance with any specific agreement concluded in this respect by the Organisation and the European Community.

#### **ARTICLE 17 – FINAL AMOUNT OF FINANCING BY THE CONTRACTING AUTHORITY**

- 17.1. The total amount to be paid by the Contracting Authority to the Organisation may not exceed the maximum contribution established by Article 3(2) of the Special Conditions, even if the overall actual expenditure exceeds the estimated total budget set out in Annex III.
- 17.2. Where Article 3(2) of the Special Conditions sets out a maximum percentage of estimated total eligible cost to be financed by the Contracting Authority, and if the eligible costs at the end of the Action are less than the estimated total cost specified in Article 3(1) of the Special Conditions, the contribution of the Contracting Authority may be limited to the amount produced by multiplying the actual expenditure by the percentage laid down in Article 3(2) of the Special Conditions.
- Where the percentage set out in article 3(2) of the Special Conditions is likely to change in the course of implementation, the Organisation will consult the Contracting Authority without delay so as to agree on appropriate measures, in accordance with Article 9.
- 17.3. The Organisation accepts that the contribution of the Contracting Authority shall be limited to the amount required to balance income and expenditure for the Action and that it may not in any circumstances result in a surplus for the Organisation.
- 17.4. In cases where the Action is suspended or not completed within the implementation period of this Agreement, the funds that remain unexpended after all liabilities incurred in this period have been satisfied, including interest earned where applicable, will be reimbursed to the Contracting Authority.
- 17.5. Where the Action is not carried out at all, or is not carried out properly, in full or on time and without prejudice to its right to terminate this Agreement pursuant to article 12.2, the Contracting Authority may, after allowing the Organisation to submit its observations and without prejudice to article 13, reduce the contribution pro rata the actual implementation of the Action on the terms laid down in this Agreement.

## **ARTICLE 18 – RECOVERY**

- 18.1. Where recovery is justified, the Organisation undertakes to repay to the Contracting Authority within 45 days of receiving a request from the latter any amounts paid in excess of the final amount due.
- 18.2. If the Organisation fails to repay by the due date, the sum due shall bear interest at the rate indicated in article 15.3. The interest shall be payable for the period elapsing from the day following expiry of the time limit for payment up to the day of payment. Any partial payment shall first cover the interest.
- 18.3. Amounts to be repaid to the Contracting Authority may be offset against amounts of any kind due to the Organisation, after informing it accordingly. The Organisation's prior consent is not required. This shall not affect the Parties' option to agree on payment in instalments.
- 18.4. Bank charges incurred by the repayment of amounts due to the Contracting Authority shall be borne entirely by the Organisation.

## ANNEX F

### Daily Allowance Rates (per diem)

## Current per diem rates

Last update / Dernière mise à jour: 5/07/2008

In the framework of EC-funded external aid contracts and in case of missions requiring an overnight stay away from the base of operations, the applicable rates to the per diems must not exceed the scales detailed hereunder. These rates are applicable from 07/07/2008

Per diems cover accommodation, meals, local travel within the place of mission and sundry expenses

Dans le cadre des contrats d'aide extérieure financés par la Commission et lors de missions impliquant des nuitées en dehors du lieu d'affectation, les taux de per diems applicables ne doivent pas excéder les barèmes détaillés ci-dessous. Ces taux sont d'application à compter du 07/07/2008

Les per diems couvrent le logement, les repas, les frais de transport à l'intérieur du lieu de mission et les menues dépenses.

EU Member States	€	Other countries (continued)	€
Austria	225	Anguilla	254
Belgium	232	Antigua and Barbuda	188
Bulgaria	227	Argentina	189
Czech Republic	230	Armenia	132
Cyprus	238	Aruba	189
Denmark	270	Australia	206
Estonia	181	Azerbaijan	175
Finland	244	Bahamas	174
France	245	Bahrain	190
Germany	208	Bangladesh	127
Greece	222	Barbados	142
Hungary	222	Belarus	123
Ireland	254	Belize	135
Italy	230	Benin	199
Latvia	211	Bhutan	75
Lithuania	183	Bolivia	93
Luxembourg	237	Bosnia and Herzegovina	98
Malta	205	Botswana	107
Netherlands	263	Brazil	213
Poland	217	Brunei	153
Portugal	204	Burkina Faso	137
Romania	222	Burundi	128
Slovak Republic	205	Cambodia	81
Slovenia	180	Cameroon	203
Spain	212	Canada	208
Sweden	257	Cape Verde	194
United Kingdom	276	Cayman Islands	226
		Central African Republic	114
<b>Other countries</b>	<b>€</b>	Chad	256
		Chile	112
Afghanistan	164	China	134
Albania	238	Colombia	173
Algeria	268	Comoros	113
American Samoa	83	Congo	229
Angola	167	Congo, Dem. Rep. (RDC)	190

**Other countries (continued)**

€

Cook Islands	175	Liberia	147
Costa Rica	146	Libyan Arab Jamahiriya	133
Cote d'Ivoire	248	Macao	139
Croatia	221	Macedonia (Fyrom)	183
Cuba	148	Madagascar	166
Djibouti	156	Malawi	93
Dominica	139	Malaysia	118
Dominican Republic	118	Maldives	91
Ecuador	126	Mali	248
Egypt	162	Marshall Islands	136
El Salvador	135	Mauritania	149
Equatorial Guinea	184	Mauritius	168
Eritrea	105	Mexico	196
Ethiopia	187	Micronesia	152
Fiji	168	Moldova	134
Gabon	203	Monaco	202
Gambia	147	Mongolia	85
Georgia	219	Montenegro	185
Ghana	128	Montserrat	116
Grenada	195	Morocco	144
Guam	134	Mozambique	112
Guatemala	124	Myanmar	57
Guinea	130	Namibia	96
Guinea Bissau	185	Nauru	147
Guyana	119	Nepal	78
Haiti	165	Netherlands Antilles	157
Honduras	98	New Zealand	166
Hong Kong	196	Nicaragua	102
Iceland	180	Niger	181
India	236	Nigeria	272
Indonesia	102	Niue	76
Iran	139	Norway	230
Iraq	77	Oman	192
Israel	223	Pakistan	165
Jamaica	136	Palau, Republic of	164
Japan	196	Panama	145
Jordan	185	Papua New Guinea	142
Kazakhstan	244	Paraguay	73
Kenya	155	Peru	135
Kiribati	177	Philippines	116
Korea, Dem. Peo. Of	120	Puerto Rico	244
Korea, Republic of	210	Qatar	300
Kuwait	213	Russian Federation	337
Kyrgyzstan	230	Rwanda	157
Laos, People's Dem. Rep.	102	Samoa	150
Lebanon	145	Sao Tome & Principe	128
Lesotho	77	Saudi Arabia	150

<b>Other countries (continued)</b>	€		
Senegal	173	Turks and Caicos Island	201
Serbia	231	Tuvalu	126
Seychelles	180	Uganda	168
Sierra Leone	115	Ukraine	301
Singapore	246	United Arab Emirates	223
Solomon Islands	112	United States of America	204
Somalia	55	Uruguay	110
South Africa	98	Uzbekistan	146
Sri Lanka	90	Vanuatu	211
St. Kitts and Nevis	148	Venezuela	218
St Lucia	157	Viet Nam	111
St. Vincent and the Grena	181	Virgin Islands (British)	197
Sudan	154	Virgin Islands (USA)	156
Suriname	115	West Bank and Gaza Strip	79
Swaziland	88	Yemen	122
Switzerland	226	Zambia	208
Syrian Arab Republic	142	Zimbabwe	152
Tajikistan	97		
Tanzania, United Rep. of	134		
Thailand	137		
Timor Leste	103		
Togo	160		
Tokelau Islands	28		
Tonga	120		
Trinidad and Tobago	196		
Tunisia	117		
Turkey	93		
Turkmenistan	116		

**Please note that the United Nations has discontinued the regular publication of per diem rates for the countries listed below:**

**Bermuda**  
**French Guiana**  
**French Polynesia**  
**Gibraltar**  
**Greenland**  
**Guadeloupe**  
**Marianna Islans**  
**Martinique**  
**New Caledonia**  
**Reunion**  
**Wallis & Futuna Islands**



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**ANNEXE G**  
Monitoring Framework

## MONITORING FRAMEWORK FOR ALL CFP PROJECTS

### 1. Objectives of monitoring

- To assess the status of the project, at the time of the monitoring visit
- To assess progress made in implementing the project and to review difficulties and define possible solutions
- To assess compliance with the terms of the contract. It includes record keeping, reporting duties, accounting systems and internal monitoring and evaluation mechanisms
- To assess the capacity of the project team to implement the project in accordance with the contract. It includes management structure, operational system and capacity, internal monitoring and evaluation mechanisms
- To discuss the needs of the project with regard to communication, reporting, technical assistance and management
- To inform ReCoMaP Regional Coordination Unit for defining follow-up and assessing regional progress

### 2. Methodology

Supervision and coordination of monitoring (and evaluation) of the CFP projects is under the responsibility of the ReCoMaP Regional Coordination Unit, M&I Expert. The M&I Expert reports to RCU management

Data collection on project sites and reporting on monitoring visits is the primary responsibility of the ReCoMaP National ICZM Officers. ICZM Officers reports to the RCU M&I Expert.

The ICZM Officer defines and organizes a planning of regular visits to each project sites. A visit includes full review of project implementation as per a defined data collection form. A completed visit report is sent to the M&I Expert. The M&I Specialist compiles a regional report for submission to RCU management and follow-up of recommendations

A monitoring visit report includes the following components:

- Identification of project
- Current status of project (at the time of visit)
- Inventory (materials and equipments)
- Progress of activities
- Communication – Progress of work
- Budget and expenditures

- Project management
- Interview of project manager
- Group interview (target beneficiaries)
- Problems and recommendations

*Monitoring visits and data collection aims at verifying compliance of project implementation with the signed contractual agreement.*

### **3. Reporting requirements**

The contractual agreement signed between ReCoMaP and selected projects applicants indicate the reporting requirements beneficiaries of the grant need to fulfill. Every six months, progress reports are submitted to the National ICZM Officer and the National ICZM Officer submits, after review, the reports to the ReCoMaP Regional Coordination Unit.

Progress report includes a narrative and a financial component. A final report is needed for requesting the final installment; it includes also a narrative and financial component.

For projects of particular interest, additional reports may be prepared by local experts or experts teams, hired by ReCoMaP for the purpose of supporting project implementation.

### **4. Evaluation mechanisms for the CFP**

Evaluation of CFP projects consists in assessing compliance of project implementation with objectives, activities and outputs as stated in the signed contractual agreement. To this end, a comprehensive evaluation form is drafted, basis for data collection. The form is specific to each project and data is collected by the National ICZM Officer, with the participation of the project team and the beneficiaries.

Evaluation includes lessons learnt and recommendations.

Impact analysis is also envisaged for a number of projects. It includes the analysis of the effects of the project on beneficiaries and sustainability.

### **5. A regional database for CFP**

Monitoring reports, project reports, evaluation and impact reports are compiled into a database and variables related to project implementation are identified for analysis.

This database is a management tool and complements the database set-up for managing the CFP, which includes number and proportion of proposals for funding

received, number and proportion of proposals returned to the proponent, number and proportion of proposals assessed and the average processing time.

Evaluation variables are also included in the overall database; it includes lessons learned of general value to most projects.

Outcomes of the regional CFP database are also supporting the preparation of the Program Quarterly Progress Reports.

**ANNEX H**  
Grounds for exclusion

### 2.3.3. Grounds for exclusion

Candidates or tenderers will be excluded from participation in procurement procedures if:

#### **BUDGET**

- a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) they have been convicted of an offence concerning their professional conduct by a judgment which has the force of *res judicata*; (i.e. against which no appeal is possible);
- c) they have been guilty of grave professional misconduct proven by any means which the Contracting Authority can justify;
- d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the Contracting Authority or those of the country where the contract is to be performed;
- e) they have been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- f) they are currently subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation.

Points (a) to (d) shall not apply in the case of purchase of supplies on particularly advantageous terms from either a supplier which is definitively winding up its business activities, or the receivers or liquidators of a bankruptcy, through an arrangement with creditors, or through a similar procedure under national law.

The cases referred to in point (e) applicable are the following:

- 1) cases of fraud as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests drawn up by the Council Act of 26 July 1995;<sup>7</sup>
- 2) cases of corruption as referred to in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997;<sup>8</sup>
- 3) cases of participation in a criminal organisation, as defined in Article 2(1) of Joint Action 98/733/JHA of the Council;<sup>9</sup>
- 4) cases of money laundering as defined in Article 1 of Council Directive 91/308/EEC.<sup>10</sup>

#### **EDF**

Natural or legal persons are not entitled to participate in competitive tendering or be awarded contracts if:

<sup>7</sup> OJ C 316, 27.11.1995, p.48.

<sup>8</sup> OJ C 195, 25.6.1997, p.1.

<sup>9</sup> OJ L 351, 29.12.1998, p. 1. Joint Action of 21 December 1998 making it a criminal offence to participate in a criminal organisation in the Member States of the European Union.

<sup>10</sup> OJ L 166, 28.6.1991, p. 77. Directive of 10 June 1991, as amended by Directive 2001/97/EC of the European Parliament and of the Council of 4 December 2001 (OJ L 344, 28.12.2001, p.76).

- a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) they are the subject of proceedings for a declaration of bankruptcy, for winding-up, for administration by the courts, for an arrangement with creditors or for any similar procedure provided for in national legislation or regulations;
- c) they have been convicted of an offence concerning professional conduct by a judgement which has the force of *res judicata*
- d) they are guilty of grave professional misconduct proven by any means which the Contracting Authority can justify;
- e) they have not fulfilled obligations relating to the payment of social security contributions in accordance with the legal provisions of the country where they are established;
- f) they have not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of the country where they are established;
- g) they are guilty of serious misrepresentation in supplying the information required by the contracting authorities as a condition of participation in an invitation to tender or contract;
- h) they have been declared to be in serious breach of contract for failure to comply with obligations in connection with another contract with the same Contracting Authority or another contract financed with Community funds;
- i) they are in one of the situations allowing exclusion referred to in point 2.4.15 in connection with the tender or contract.

The Contracting Authority will accept, as satisfactory evidence that the candidate or tenderer is not in one of the situations described in (a), (b) or (e) (BUDGET), (a), (c) (EDF) production of a recent extract from the judicial record or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. The Contracting Authority shall accept, as satisfactory evidence that the candidate or tenderer is not in the situation described in (d) (BUDGET), (e) (EDF), a recent certificate issued by the competent authority of the State concerned. Where no such document or certificate is issued in the country concerned and for the other cases of exclusion listed above, it may be replaced by a sworn / solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in its country of origin or provenance. Depending on the national legislation of the country in which the tenderer or candidate is established, the above documents relate to legal persons and/or natural persons including, where considered necessary by the Contracting Authority, company directors or any person with powers of representation, decision-making or control in relation to the candidate or tenderer. Where they have doubts concerning the personal situation of candidates or tenderers, Contracting Authorities may themselves apply to the competent authorities referred to above to obtain any information they consider necessary about that situation. Whenever one candidate or tenderer, due to its nature (for instance, national public administrations and international organisations), cannot fall into some of the categories above and/or cannot provide the documents indicated above, a simple declaration explaining their situation will suffice.

Candidates (first stage of a restricted procedure) and tenderers (second stage of a restricted procedure for service contracts or the single stage of an open procedure for works and supply contracts) must sign their applications including the declaration that they do not fall into any of the categories cited above.

**BUDGET**

Depending on its risks assessment, the contracting authority may refrain from requiring the above-mentioned declaration that the candidates or tenderers are not in one of the situations of exclusions for contracts with a value equal to or less than EUR 10,000.

Depending on its risks assessment, the contracting authority may refrain from requiring the abovementioned declaration that a grant applicant is not in one of the situations of exclusions for contracts with a value equal to or less than EUR 5,000.

Tenderers who have been notified the award of a contract must supply the proof usual under the law of the country in which they are established that they do not fall into the categories listed above. The date on the evidence or documents provided must be no earlier than 1 year (BUDGET)/180 days (EDF) before the date of submission of the tender. Tenderers must, in addition, provide a statement (sworn statement for EDF) that their situation has not altered in the period that has elapsed since the evidence in question was drawn up. If the supporting documents are not written in one of the official languages of the European Union, a translation into the language of the procedure must be attached. Where the documents are in an official language of the European Union other than the one of the procedure, it is however strongly recommended to provide a translation into the language of the procedure, in order to facilitate the evaluation of the documents.

The required proof documents shall be submitted by the tenderer and their partners. The documents must be in original for the tenderer but they may be in copies for the partners. The original documents shall be available upon request by the Contracting Authority. If sub-contractors are used, they may not be in any of the exclusion situations either.

Whenever requested by the Contracting Authority, the successful tenderer/contractor shall submit a declaration from the intended subcontractor that he is not in one of the exclusion situations. In case of doubt on this declaration of honour, the Contracting Authority shall request the documentary evidence as mentioned above

#### **BUDGET**

For the shortlisted candidates in a restricted procedure and for the competitive dialogue the evidence documents for the exclusion criteria are submitted by all the tenderers at the tender phase. For contracts with a value less than the international thresholds (service  $\leq$  €200,000, supply  $<$  € 150,000, works  $<$  €5,000,000) there is no obligation to submit the above mentioned documents. The Contracting Authority may however, where it has doubts as to whether the tenderer to whom the contract is to be awarded is in one of the situations of exclusion, require him to provide the evidence.

The contracting authority may also waive the obligation of any candidate or tenderer to submit the documentary evidence referred to above if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and that they are still valid. In such a case, the candidate or tenderer shall declare on his honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that no changes in his situation have occurred.

The decentralised Contracting Authorities can, if necessary, consult the relevant services of the European Commission in order to appreciate the situation of the candidates or tenders.

Contracts may not be awarded to candidates, applicants or tenderers who, during the procurement procedure:

- a) are subject to a conflict of interest;
- b) are guilty of misrepresentation in supplying the information required by the Contracting Authority as a condition of participation in the contract procedure or fail to supply this information;
- c) find themselves in one of the situations of exclusion for this procurement procedure.

At the latest before taking the award or grant decision, the Contracting Authority shall ensure that there is not a detection of the third party (i.e. an applicant, candidate or tenderer, including partners) concerned in the Early Warning System (WS)<sup>11</sup>.