



This project is funded by the European Union

“ALTER - Active Local Territories for Economic development of Rural Areas”



GRANT PROGRAMME

No.

Date

Place

The grant provider XXXXXXXXXXXXXXXXXXXX, address: XXXXXXXXXXXXXXXXXXXX, registration number XX, tax number XXXXXXXX, represented by XXXXXXX, Executive Director, on behalf of the ALTER project, as a provider of grant (hereinafter: XXXXX),

and

(Name of organization) address: " XXXX" No., country code, city, Registration number XXX, tax number, account number XXXXX (bank: name, city), represented by, position of authorized person, as the beneficiary of the grant (hereinafter: beneficiary).

GRANT CONTRACT

ALTER

Subject of the contract

Article 1

This agreement regulates the mutual rights and obligations between the Grant provider and the beneficiary regarding the implementation of the ALTER project (hereinafter the Project).

Implementation of the project is a part of the Grant Facility within the “ALTER” project, funded by European Union. ALTER project is implemented by Network for Rural Development of Serbia (Serbia) as a lead partner and the partner organizations: Network for Rural Development in BiH (Bosnia and Herzegovina), Network of Organizations for Rural Development of Kosovo (Kosovo),



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Network for Rural Development of Macedonia (Macedonia), Network for Rural Development of Montenegro (Montenegro), Institute for Democracy and Mediation (Albania), Development Foundation of Turkey (Turkey), Latvian Rural Forum (Latvia), Croatian Network for Rural Development (Croatia).

The beneficiary is awarded with grant based on submitted application, after the evaluation conducted by the Selection Committee for the CfA # ALTER of the ALTER project published on November x, 2017.

The approved project and the budget are integral part of this Contract. (Annex 1 – Application form and Annex 2 – Budget).

Implementation of the project

The implementation of the project will start on the date of entry into force of this contract and will last ____.

The beneficiary accepts this grant and shall take responsibility for the successful realization of the planned activities according to the approved project documentation.

The rules set in the EU Practical Guide are applicable for the implementation of this project.

Funding of the project

Article 2

The total eligible costs are estimated at <EUR > <amount, for Action grants, enter the amount in Annex 2 >, as set out in Annex 2.

The Grant provider undertakes to finance a maximum amount of <EUR >.

The final amount of the Contracting Authority's contribution shall be determined in accordance with real eligible costs approved based on the final financial report.

The grant shall be disbursed in two/ three instalments:

For grants up to 5.000 EUR

- **First instalment** – 80 % of the grant: 15 days after signing the contact;
- **Final instalment** – 20 % of the grant: after approval of narrative and financial report.

For grants between 5.001 EUR and 17.000 EUR:

- **First instalment** – 50 % of the grant: 15 days after signing the contact;
- **Second instalment** – 35 % of the grant: 15 days after approval of interim narrative and financial report.
- **Final instalment** – 15 % of the grant: after approval of narrative and financial report.

Disbursement of the grants is conditioned on the absorption of previous payments and the dynamics of the activities for the next period.

Not respecting the deadlines set out in Article 3 may result in delay of the payment. If irregularities in implementation are determined it may lead to termination of this contract.

Submitting reports

Article 3

Beneficiary is obliged to submit interim and final narrative and financial report on the progress of the project, according to templates submitted by the grant provider.

The 1st interim narrative report should be submitted no later than 15 days after the expiration of the three months from the date when the Contract was signed.

The 2nd interim narrative and 1st financial report should be submitted no later than 15 days after the expiration of the five months from the date when the Contract was signed.

The final narrative and financial report for the project shall be submitted within 20 days after the implementation of the project ends. Within 15 days of approval of the final report, the Grant provider is obliged to transfer the remaining funds to the beneficiary.

The Grant provider is obliged to consider the received reports. The grant provider has the right to require from the beneficiary additional information or documents if needed.

During the implementation of project activities, the grant provider has the right pay unexpected visits to the beneficiary as part of the process of monitoring and evaluation.

Procedure for changes made to the project activities and budget

Article 4

For any changes regarding the implementation of the project activities in accordance with Annex 1 and 2 of this contract, the beneficiary is obliged to request written approval from the respective staff of the Grant provider.

The beneficiary can perform the redistribution of financial resources from one to another budget line to a maximum amount of 10% of the total amount of the budget line. Redistribution between categories is allowed as far it is not related to the human resources category and if the redistribution is not higher than 25% of the total amount of the category in which the resources are redistributed and is not higher than 25% of the total amount of the category from which the resources are redistributed.

The changes cannot enter into force until the beneficiary has received official written confirmation from the Grant provider for the final decision regarding the required changes.

The Grant provider is obliged within 7 to 10 working days to review the request for changing the budget and to adopt the final decision. After the final decision, the correction of the budget that is integral part (Annex 2) of this contract shall be made.

Mentorship and training

Article 5

The Grant provider during the implementation of the project will provide mentoring for the beneficiary.

Mentorship will be provided by the National Coordinator and is intended to advise and provide guideline for implementation of the project, particularly on the methodology of the project and the project results.

Coaching sessions will be provided to the beneficiary in order to contribute to the CS CBA GP (Civil Society Capacity Building and Advocacy Grant Program) implementation.

A one-day workshop session will be organised for the beneficiary on financial management procedures and good project management practices.

Visibility

Article 6

Beneficiary shall take all necessary steps to promote the fact that the European Union funds this grant. The measures shall be in accordance with the Manual of communication and visibility of external actions of the Union which is published by the European Commission:

https://ec.europa.eu/europeaid/visibility/documents/communication_and_visibility_manual_en.pdf

The beneficiary of this grant shall ensure visibility of the project through the use of the flag of the European Union and the text "This project funded by the European Union". Additionally, the beneficiary will use the official logo of the ALTER project in all official documents, analysis, publications, reports and events, promotional and printed materials, upon prior authorization by the Grant provider. Also, the Grant provider will provide necessary visibility templates to the beneficiary.

The beneficiary is obliged to mention that the grant facility is supported by the EU in its internal and annual reports and in the media appearances when the results of this grant are presented.

During the promotion and presentation of the final research / publications from this grant, the beneficiary shall include the following statement "This document was produced with the financial support of the European Union. The content of the document is the responsibility of <beneficiary> and in no way can be considered to reflect the position of the European Union. "

The beneficiary authorises the Grant provider, European Commission, and respective designated staff, to publish his name and address, nationality, the purpose of the grant, the duration and location as well as the maximum amount of the grant received. A derogation from the obligation to publish this information may be granted if it endangers or harms the interests of the beneficiary.

Financial operation

Article 7

The beneficiary is obliged to keep accurate and regular accounts concerning the implementation of the action, using appropriate accounting system of double accounting.

Accounts:

- a) can be an integrated part or accessory of the regular system of the user;
- b) should be conducted in accordance with the accounting and bookkeeping principles and rules applicable in the country;

c) should enable incomes and expenses associated with the project to be easy followed, identified and verified.

Beneficiary is obliged to ensure that financial reports laid down in Article 4 can be properly and easily traced in the accounting system and accounting and other relevant documents. For this reason, the beneficiary is obliged to prepare and properly guide reconciliations, additional plans, analysis and distribution, inspection and verification.

Right to access

Article 8

Beneficiary must enable verification by the European Commission, the European Anti-fraud office, European Court of Auditors, and the external auditor authorized by the Grant provider. The beneficiary should take all steps to facilitate their work.

Beneficiary should allow the entities referred to in paragraph 1 of this Article:

- a) Access to sites and locations where the project is implemented;
- b) To review the accounting and information systems, documents and databases concerning the technical and financial project management;
- c) To take copies of the documents;
- d) Carry out controls on the spot;
- e) To conduct a full review of all accounting records and documents related to the funding of the Project.

Additionally, the beneficiary must allow the European Anti-Fraud office to provide control and inspections in accordance with the procedures of EU law for protection of the financial interests of the European Union in terms of fraud and irregularities.

Where is it appropriate, the findings may lead to reimbursement to the Grant provider.

The access given to the representatives of the European Commission, the European Anti-fraud office the European Court of Audit, and the external auditor authorized by the Grant provider for conducting verifications under this article shall be based on confidentiality with regard to third parties, in accordance with obligations arising from the applicable public law.

Access must be provided by the beneficiary in the case of conducting temporary or later evaluation and monitoring by the European Commission.

Confidentiality

Article 9

The Grant provider and the beneficiary undertake the responsibility to preserve the confidentiality of information related to the implementation of this Agreement and identified as confidential until 5 years after payment of the balance, regardless their form is oral or in writing.

Unless it has consent of the Grant provider, beneficiary shall not use confidential information for any purpose other than fulfilling its obligations under this Agreement.

Keeping the documentation

Article 10

The beneficiary should keep all records, accounting and supporting documents related to this Agreement 5 years after full payment of the grant, and in case when audit, verification, appeals, litigation and enforcement proceedings are ongoing.

Documentation should be easily accessible and stored in a manner to be easily for check, and the user must notify the Grant provider for the place for storage of the documentation.

All supporting documentation must be available in its original form, including in electronic form.

In addition to the reports laid down in Article 4, documents covered by this Article shall consist of:

- a) accounting records (electronic or manual) of the accounting system of the user, such as general ledger, sub-books and payment orders, Register of basic facilities and other accounting information;
- b) Proof of conducted procurement procedures, such as documentation for tenders, bids for tenders and evaluation reports;
- c) Proof of obligations, such as contracts and similar forms;
- d) Proof of services delivery such as approved reports, evidence forms, transportation cards, proof of attended seminars, conferences and training courses (including relevant documentation and material obtained, certificates), etc;
- e) Proof of receipted goods, such as deliveries from suppliers;
- f) Proof of completion of works, such as confirmations of receipt;
- g) Proof of purchases, such as invoices and bills;
- h) Proof of payment, such as bank statements, debit notices, settlement by the contractor;
- i) Proof that taxes and / or VAT that are paid cannot be recovered;
- j) Fuel and oil costs - summary list of distance travel, average consumption of the used vehicle, fuel costs and maintenance;
- k) Records of staff payments, such as contracts, reports on paid salaries and forms for recording working time (time-sheets). Staff hired on fixed-term locally: details of remuneration paid, duly substantiated by the person in charge, disaggregated rates for gross salaries, social benefits, insurance and net pay. For non-residents: analyses and the allocation of costs for the work by month, estimates based on universal verified amounts spent time in the allocated rate for gross salaries, social benefits, insurance and net pay.

Communication

Article 11

The official communication between the Grant provider and the beneficiary will be conducted between the respective staff of the Grant provider and the contact person of the beneficiary designated as such in this contract, through the electronic addresses listed in this Agreement. The electronic communication between the abovementioned parties shall constitute official

communication between the Grant provider and the beneficiary, unless the Grant provider clearly indicates that written communication is necessary on certain issues.

Any communication that is not in accordance with the provisions of this Article shall not be considered as an official communication and is not binding on the Grant provider.

The Grant provider shall promptly give clarifications / answers to all asked questions by the beneficiary.

For all outstanding issues during the implementation of the project, the beneficiary has the right to consult and request opinion from the Grant provider. The Grant provider shall, within two weeks offer a rational solution. The Grant provider may, if necessary, refer the beneficiary to communicate with Grant manager.

In order to facilitate communication and keeping of documentation, the Grant provider will establish a virtual access Dropbox for all grantees. Beneficiary is obliged to use this tool according to the instructions of the Grant provider.

Quality of results

Article 12

Studies that are integral part of the grant facility should be original and contribute to achieving the objectives of project.

Beneficiaries shall ensure the results that will be achieved by this project are original and are not in part or fully implemented as part of another project or other activities.

The results of the grant will be published in www.balkan-noborder.com and web pages of the project partners. The Grant provider reserves the right to propose changes and improvements to the methodology of the project results in accordance with the project document.

The Grant provider has the right to control the quality of the final product of the project.

Beneficiary is obliged to participate in the all project activities that are related to the implementation of the grant facility, ALTER and other project activities upon the invitation by the Grant provider.

Ownership and use of the results

Article 13

The ownership belongs to the beneficiary, also the intellectual and industrial property rights arising from the results of the activities, reports and other related documents within a project.

Beneficiary entitles the Grant provider to use, especially storage, modify, translate, display, reproduce in any technical procedure, publishing and communicating with the media of all documentation arising from the activities regardless of the form, without having to breach the existing industrial and intellectual property rights.

Beneficiary undertakes to provide all the rights to be able to use existing intellectual property rights necessary for the implementation of this Agreement.

The beneficiary shall, in case of natural persons shown on photo or video documentation, in the final report submitted to the Grant provider, provide statement of these persons giving permission to use images. This does not apply to photos and videos taken in public places/conferences as participants/viewers, or as public figures in their public appearances.

Conflict of interests

Article 14

The beneficiary will take all necessary measures to prevent any kind of situation that could compromise the independence and fair implementation of this agreement. Such conflicts of interests may arise as a result of economic interest, political affiliation, citizenship, family or emotional ties, or any other kind of relations or mutual interest.

For any conflicts of interest that may arise during the implementation of this Agreement, the Grant provider shall be notified immediately. In case of confirmation of the existence of conflict, beneficiary will immediately take all necessary steps for his dismissal.

The Grant provider reserves the right to verify that the measures taken are appropriate and may require taking additional measures if needed.

Beneficiary will ensure that its staff, including senior officials did not provoke a situation that could lead to a conflict of interest. When the obligations undertaken under this contract are violated, the beneficiary is obliged to immediately replace the person without any compensation from the Grant provider if it is found that the person / persons caused that situation.

Responsibility

Article 15

The Grant provider should not bear any responsibility under any circumstances and for any reason for damage or injury caused to the staff or property of the beneficiary in implementing the project or as a result of the activities implemented within the Project. Therefore, the Grant provider cannot accept any claim for compensation or pay increases relating to any damage or injury.

Beneficiary bears full responsibility to third parties, including responsibility for damage or injury of any kind, caused by them in implementing the project or as a consequence of carrying out the project. The beneficiary should detach the Grant provider from any responsibility arising from any claim or action as a result of violation of rules and regulations by the beneficiary or employees of the beneficiary or individuals under their responsibilities, or as a result of violation of the rights of third parties.

Article 16

If the necessary conditions for the use of the grant change or cease to exist, as in the case of substantial errors, irregularities and / or fraudulent conduct, the beneficiary is obliged to return the grant to the Grant provider .

Termination of contract

Article 17

If it is determined that the obligations under this contract are roughly violated or the project is not implemented in accordance with this contract, the Grant provider has the right to terminate the contract.

Article 18

Integral to the Contract are the General Conditions applicable to European Union-financed grant contracts for external actions, and they are attached to this Contract.

Duties, taxes and charges, including VAT are not eligible under activities supported by the Grant provider and they will be not reimbursed. Except in cases no possible to have tax exemptions.

Final provisions

Article 19

This Agreement shall enter into force on the date of signing of this agreement by the beneficiary as a contracting party.

Article 20

Any disputes arising from this agreement shall be settled with mutual agreement, and if agreement is not reached through competent court in **XXXXXX**.

Article 21

Done in English in three (3) original copies, two for the Grant provider and one for the beneficiary.

The Grant provider

Beneficiary

(Organization)

Name and surname

Name and surname

Position

Position

Contact person on behalf of the Grant provider :

Name, surname, position

Address

Civil Society Capacity Building and Advocacy Grant Program

email:

cc:

Contact person for Financial Affairs of the Grant provider

Name, surname, position

Address

Email:

Contact person of beneficiary:

Name, surname, position

Address

email: