

GRANT CONTRACT

KNOWCYBER GRANTS FOR THE WESTERN BALKANS CIVIL SOCIETY ORGANIZATIONS

CONTRACT NUMBER [REDACTED]

This grant contract (hereinafter: the **CONTRACT**) is between the following parties:

on the one part,

E-GOVERNANCE ACADEMY, registry code 90007000, represented for the purposes of signature of the contract by the Chairman of the Management Board [REDACTED] (hereinafter: the **CONTRACTING AUTHORITY**)

and

on the other part,

_____, registry code _____, represented for the purposes of signature of the contract by _____ (hereinafter: the **BENEFICIARY**),

referred to collectively as the "**PARTIES**" and each individually as a "**PARTY**".

The parties referred to above have agreed to enter into this contract. By signing this contract and related annexes, the beneficiary accepts the grant and agrees to implement the action on its own responsibility and in accordance with the contract, with all the obligations and terms and conditions it sets out.

The contract is composed of:

Special Conditions

- Annex I Description of the action
- Annex II General conditions
- Annex III Estimated budget for the action
- Annex IV Model for the financial statements
- Annex V Model narrative report

The terms set out in the Special Conditions shall prevail over those set out in the annexes.

SPECIAL CONDITIONS

ARTICLE 1 — PURPOSE

- 1.1. The purpose of this contract is the award of a grant by the contracting authority to finance [the implementation of the action entitled "**KNOWCYBER FOR THE WESTERN BALKAN CIVIL SOCIETY ORGANIZATIONS**" (hereinafter: the action) as described in Annex I to this contract.
- 1.2. The beneficiary shall be awarded the grant on the terms and conditions set out in this contract, which consists of these special conditions (**hereinafter:** 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 be responsible for carrying out the action.

ARTICLE 2 — IMPLEMENTATION PERIOD OF THE ACTION

- 2.1. This contract shall enter into force on dd/mm/yyyy.
- 2.2. Implementation of the action shall begin on dd/mm/yyyy.
- 2.3. The implementation period of the action, as described in Annex I to this contract, is 12 (twelve) months.
- 2.4. The execution period of this contract shall end when the payment of the balance is made by the contracting authority and, in any event, at the latest 18 months after the end of the implementation period as stipulated in Article 2.3 of this contract unless postponed in accordance with Article 12.5 of Annex II (general conditions) to this contract.

ARTICLE 3 — FINANCING THE ACTION

- 3.1. The total eligible costs are estimated at EUR<amount>, as set out in Annex III to this contract.
- 3.2. The contracting authority undertakes to finance a maximum amount of EUR<amount>, <applicable percentage > of the total eligible cost of the action.
- 3.3. Budget flexibility
 - 3.3.1. The budget breakdown may be adjusted — without an amendment (Article 9 of Annex II to this contract) — by transfers (between participants and budget categories), as long as this does not imply any substantive or important change to the description of the action in Annex I to this contract.
 - 3.3.2. Budget amendment is always required changes to the description of the action (Annex I). The following require either an amendment or a simplified approval procedure:
 - i. addition of amounts for subcontracts not provided for in Annex I to this contract;
 - ii. other changes in certain specific cost categories.

ARTICLE 4 —PAYMENT AND REPORTING

- 4.1. Payments to beneficiary are made as follows:
 - 4.1.1. Pre-financing payment shall be made after signing the contract: 80% of the total eligible cost of the action. Pre-financing payment shall be made within 30 (thirty) days after signing the contract.

- 4.1.2. Final payment (payment of the balance): 20% of the total eligible cost of the action shall be made after the tasks described in Annex I to this contract are completed, narrative report and financial report (**hereinafter:** reports) submitted to contracting authority. Beneficiary shall submit final report to contracting authority no later than three months after implementation period referred in Article 2. Payment of balance shall be made within 60 (sixty) days of receipt of the payment request by the contracting authority.
- 4.1.3. Payment request is deemed accepted if no written reply by contracting authority within the deadlines referred in Article 4.1.1 and 4.1.2.
- 4.2. Final payment shall be based on the actual expenditure incurred by the beneficiary in the implementation of the action.
- 4.3. Expenditure incurred by beneficiary shall be reported in the financial statement form (Annex IV) and shall:
 - i. be related to the implementation of the action as described in Annex I to this contract;
 - ii. comply with the eligibility requirements for the costs as described in point xx of this contract;
 - iii. not exceed the budgeted amount as stated in Annex III to this contract.
- 4.4. Reports shall be submitted, and payments shall be made in euro.
- 4.5. Payments referred in Article 4.1.1 and 4.1.2. shall be paid only by bank transfer to following account opened in the name of beneficiary:

Account holder	
IBAN Code	
SWIFT Code	
Bank name	
Bank address	

- 4.6. Beneficiary shall submit payment request using model in Annex V accompanied by narrative and financial report in accordance using model in Annex xx and Annex xx. Signed contract serves as payment request for pre-financing payment referred in Article 4.1.1.
- 4.7. Final payment may be withheld pending the finalisation of the verification or/and the submission of reports referred in Article 4.1.2. of this contract.
- 4.8. If the beneficiary cannot certify the satisfactory implementation of the action and/or achievement of the outputs and/or outcomes, it shall be expected to make appropriate reimbursements to the contracting authority.
- 4.9. If payments to the beneficiary are not made on time in accordance with Article 4.1. Beneficiary shall be entitled to late-payment interest at the rate applied by the European Central Bank for its main refinancing operations in euros (hereinafter: the reference rate), plus three and a half points. The reference rate is the rate in force on the first day of the month in which the time limit for payment expires, as published in the C series of the Official Journal of the European Union.
- 4.10. If the payment deadline is suspended by the contracting authority on the grounds stated in Article 15.2. in Annex II to this contract or the final payment is suspended on the grounds stated in Article 15.3. in Annex II to this contract, these actions cannot be considered as late payment.
- 4.11. Late-payment interest shall cover the period running from the day following the due date for payment, up to and including the date of the final payment as stated in Article 4.1. of this contract.
- 4.12. Contracting authority shall not consider payable interest when determining the final amount of the grant pursuant to Article 17 of Annex II to this contract.
- 4.13. Costs of the payment transfers shall be borne as follows:

- a) the contracting authority shall bear the costs of transfer charged by its bank;
- b) the beneficiary shall bear the costs of transfer charged by its bank;
- c) the party causing a repetition of a transfer bears all costs of repeated transfers.

ARTICLE 5 – COMMUNICATION BETWEEN THE PARTIES

5.1 Contact person of contracting authority is:

Name	
Position/Department	
Email	
Telephone	
Address	Rotermanni 8, 10111 Tallinn, Estonia

Contact person of beneficiary is:

Name	
Position/Department	
Email	
Telephone	
Address	

ARTICLE 6 – FINAL PROVISIONS

- 6.1 This contract and the annexes express complete understanding of the parties with respect to the purpose and supersedes all prior proposals, agreements, representations, and understandings. This contract may not be amended except in writing signed by both parties.
- 6.2. This contract is in the English language. Where there is any conflict in meaning between the English language version of this contract and translation of this contract in any other language, the English language version shall prevail.
- 6.3. The contract is signed in two (2) original copies.

For the CONTRACTING AUTHORITY

Hannes Astok
Chairman of the Management Board

Signature

Date

For the BENEFICIARY

Name

Title

Signature

Date