



EUROPEAN UNION



EUROPEAN COMMUNITY CONTRIBUTION AGREEMENT WITH AN INTERNATIONAL ORGANISATION

<identification number of the contribution agreement>

The European Community, represented by the Joint Managing Authority, Ministry of Regional Development and Housing ,17 Apolodor Street, Bucharest, Romania (“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 Organisation¹> and] 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 Agreement².
- 1(5) The Action <is/is not> a Multi-donor Action for all purposes of this Agreement³.

¹ Please specify the applicable framework agreement. Delete if the organisation has not signed a framework agreement with the European Commission.

² Joint Management Action is to be used when at least one of the three conditions set forth in article 1.7 of the General Conditions are met. The use of this method of implementation is established in the relevant financing decision.

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. The Organisation undertakes to sign the contract within 30 days as from the date of its reception from the Contracting Authority.
- 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*]⁴; 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 to be reimbursed by the Contracting Authority to the Organisation 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) Progress, interim and final 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:⁵

³ Multi-donor Action is defined in the first indent of Article 1.7 of the General conditions of the Agreement and requires at least 2 donors; one can be the international organisation implementing the action. This terminology shall be used for the purpose of interpreting the provisions of the General Conditions of this Agreement (see in particular articles 15.7 and 16.1) and the provisions of the framework agreements signed by the European Community (see in particular preamble and article 9 of FAFA signed with the UN).

⁴ 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.

[Option 1 (Actions with an implementation period not exceeding 12 months and where the financing provided by the JMA is between EUR 50 000 and 100 000)]

Pre-financing payment: <... ..EURO >(80% of the ENPI Grant foreseen for the implementation of the Action as set out in Annex III)

Forecast final payment (subject to the provisions of Annex II): <... ..EURO >
(maximum 20% or the balance of the ENPI Grant foreseen for the implementation of the Action as set out in Annex III)

[Option 2 (Actions with an implementation period not exceeding 24 months and where the financing provided by the JMA is over EUR 100 000 and up to 700 000)]

First instalment of pre-financing <... ..EURO > (30% of the ENPI Grant foreseen for the implementation of the Action as set out in Annex III)

Forecast second instalment(s) of pre-financing: <... ..EURO > (maximum 50% of the ENPI Grant foreseen for the implementation of the Action as set out in Annex III)

(subject to the provisions of Annex II)

Forecast final payment (maximum 20% or the balance of the ENPI Grant foreseen for the implementation of the Action as set out in Annex III)

(subject to the provisions of Annex II): <... ..EURO >

4(3) The exchange rate referred to in article 2.7 of Annex II is : <...>⁶

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:

Ministry of Regional Development and Housing
General Directorate for European Territorial Cooperation

Directorate for International Territorial Cooperation

Bulevardul Libertatii nr. 12
040129 Bucuresti, sector 5

Romania

For the Organisation:

<.....>

⁵ Delete the option which does not apply.

⁶ Delete if not applicable.

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

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) Article 6.1 of the General Conditions set out in Annex II shall be read as follows

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. **Such measures must comply with the Communication and Visibility Manual for EU External Actions laid down and published by the Commission and with the Visual Identity Manual for Joint Operational Programme « Black Sea 2007-2013 ».**

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.

7(1)(2) Article 12.4 of the General Conditions set out in Annex II shall be read as follows

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 **and the Joint Monitoring Committee will be notified by the Contracting Authority concerning eventual decisions to terminate a contract.**

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

7(2)(1) By derogation from Article 2.1 ***the following paragraph shall be read as follows:***

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 **narrative progress reports, interim 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.

7(2)(2) By derogation from Article 2.6 *the following paragraph shall be read as follows:*

The reports shall be presented in the same language as the Agreement. They shall be submitted at the following intervals:

- for grants of 50.000 up to 100.000 and up to 12 months:

- a narrative progress report covering every 4 months of the implementation period of the Action which shall be forwarded no later than one month after the above period has elapsed ;

- a final report consisting of a narrative and financial section shall be forwarded no later than three months after the implementation period as defined in Article 2 of the Special Conditions;

- for grants over 100.000 up to 700.000 and up to 24 months :

- a narrative progress report covering every 4 months of the implementation period of the Action which shall be forwarded no later than one month after the above period has elapsed ;

- an interim report_consisting of a narrative and financial section must accompany every request for payment;

- the final report_consisting of a narrative and financial section shall be forwarded no later than three months after the implementation period as defined in Article 2 of the Special Conditions.

If there is an overlapping between the dates when the narrative progress report and the interim report or the final report, are due, only the interim or the final report shall be drawn up and submitted to the Contracting Authority.

7(2)(3) By derogation from Article 9.1 *the following paragraph shall be read as follows:*

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 **two months** 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.

7(2)(4) By derogation from Article 14 *the following paragraph shall be read as follows:*

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 **gross** salaries including **statutory deductions** and other remuneration-related costs (including in the form of provisions made in accordance with the Organisation accounting rules in case of Joint Management Action). 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 (**new**) or rental (**new or used**) costs for equipment 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).

14.5 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 2% 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.

7(2)(5) By derogation from Article 15.1 *the following paragraph shall be read as follows:*

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

Option 1: Actions with an implementation period not exceeding 12 months and where the financing provided by the Contracting Authority is between EUR 50 000 and 100 000

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

- pre-financing of 80% of the sum referred to in Article 3.2 of the Special Conditions.
- the balance representing maximum 20% of the sum referred to in Article 3.2 of the Special Conditions within 45 days of the Contracting Authority approving the final report accompanied by a request for payment of the balance conforming to the model in Annex V.

The balance shall constitute the remaining amount of the Grant entitled to the Organisation as based on the total accepted eligible costs of the part of the Action and balanced with the instalment of pre-financing.

Option 2: Actions with an implementation period not exceeding 24 months and where the financing provided by the Contracting Authority is over EUR 100 000 and up to 700 000

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

- an initial pre-financing instalment of 30% of the sum referred to in Article 3.2 of the Special Conditions, as specified in Article 4 of the Special Conditions, following the provisions in Article 4.3 of the Special Conditions;
- further pre-financing instalment representing maximum 50% of the sum referred to in Article 3.2 of the Special Conditions, within 45 days of the JMA approving an interim report in accordance with Article 15.2, accompanied by a request for payment conforming to the model in Annex V;
- the balance representing maximum 20% of the sum referred to in Article 3.2 of the Special Conditions within 45 days of the JMA approving the final report, accompanied by a request for payment of the balance conforming to the model in Annex V.

The balance shall constitute the remaining amount of the Grant entitled to the Organisation as based on the total accepted eligible costs of the part of the Action and balanced with the instalment of pre-financing.

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

For the Organisation

For the Contracting Authority

Name

Name

Position

Position

Signature

Signature

Date

Date

Endorsed for financing by the European Community (if necessary) ⁷

Name

Position

Signature

Date

⁷ Where the Contracting Authority is not the European Commission. Delete if not applicable.