



## GRANT CONTRACT

NUMBER: XXXXX

OBJECT OF THE GRANT:

XXXXXXX

MAXIMUM AMOUNT OF THE GRANT:

XXXXXXX

SOURCE OF THE FUNDING:

European Union

This GRANT CONTRACT falls within the scope of the cooperation project hereinafter mentioned as the “Main Agreement” (Agreement number FED/2018/401-492, signed on October 30th, 2018 between the European Union and Expertise France), concerning “Caribbean OCTs Resilience, Sustainable Energy and Marine Biodiversity Programme (RESEMBID)” for the benefit of “the 12 Caribbean Overseas Territories (OCTs)”, implemented by EXPERTISE FRANCE.

Funding for this Grant Agreement is therefore dependent on the continued funding of the Main Agreement between European Union (EU) and Expertise France.

NOTIFICATION DATE OF THE CONTRACT:

**Between:**

**EXPERTISE FRANCE**

73, rue de Vaugirard , 75006 PARIS, France

A French public, industrial and commercial agency (EPIC) registered under the following numbers:

- Company name: Agence Française d'Expertise Technique Internationale (AFETI)
- SIRET no.: 808 734 792 00027
- Intra-community VAT number: FR36 808734792

Represented by Mr Jérémie PELLET, Managing Director,

of the first part,

**And:**

**<FULL OFFICIAL NAME AS STATED IN THE FORM ENTITLED "LEGAL ENTITY">**

Legal status (organisation): XXXXX

Official registration number of the organisation: XXXXX

Full official address: XXXXX

VAT no., for VAT registered beneficiaries: XXXXX

Represented by: XXXXX

(Hereafter referred to as the "BENEFICIARY")

of the second part,

Hereafter referred to collectively as the "PARTIES".

The BENEFICIARY is acting in association with the following implementation PARTNER(s):

(The implementation PARTNER(s) of the BENEFICIARY are not party to the contract.)

**<FULL OFFICIAL NAME AS STATED IN THE FORM ENTITLED "LEGAL ENTITY">**

Legal status (organisation): XXXXX

Official registration number of the organisation: XXXXX

Full official address: XXXXX

VAT no., for VAT registered beneficiaries: XXXXX

Represented by: XXXXX

And

< XXXXXX >.

**In the light of the foregoing, the following is agreed:**

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**ARTICLE 1: OBJECT OF THE GRANT CONTRACT**

- 1.1 The purpose of this grant contract (hereafter the “CONTRACT”) is the award of a grant by Expertise France to finance the implementation of the project entitled: <project title> (the “PROJECT”) described in Annex I, and to guide its implementation, i.e. its deployment over time.
- 1.2 A grant is a direct financial contribution by way of donation in order to finance, in the public interest, either a project implemented by the BENEFICIARIES, or to provide the latter with specific operational support.
- 1.3 The grant shall be awarded to the BENEFICIARIES under the terms and conditions set out in this CONTRACT, consisting of these special conditions (the “SPECIAL CONDITIONS”) and its annexes, which the BENEFICIARIES hereby declare to have read, understood and accepted.
- 1.4 The BENEFICIARIES accept the grant and undertake to implement the project in compliance with all the provisions hereof, under the supervision of EXPERTISE FRANCE.

**ARTICLE 2: IMPLEMENTATION PERIOD OF THE PROJECT**

- 2.1 The Contract shall come into force on the notification date after it has been signed by the second of the two Parties.
- 2.2 Implementation of the PROJECT shall commence on:
  - [the first day of the month following the date on which the first instalment of pre-financing is paid by Expertise France], or
  - [the day following that on which the second of the two parties signs]
- 2.3 The implementation period of the PROJECT, as specified in Annex I, is <number of months> months.
- 2.4 The execution period of the Contract shall end when the balance is paid by EXPERTISE FRANCE and, in all circumstances, within eighteen months of the end of the implementation period as stated in Article 2.3 above, unless deferred in accordance with Article 12.4 of Annex II.

**ARTICLE 3: FINANCING THE PROJECT**

- 3.1 The total eligible costs are estimated at <amount> EUR, as set out in Annex III.
- 3.2 EXPERTISE FRANCE undertakes to finance a maximum amount of <amount> EUR.

The grant is further limited to 100 per cent of the total eligible costs of the PROJECT specified in paragraph 3.1.

The final amount of the EXPERTISE FRANCE contribution shall be determined in accordance with Articles 14 and 17 of Annex II.

- 3.3 Pursuant to Article 14.7 of Annex II, up to 7% of the final amount of direct eligible costs of the project established in accordance with Articles 14 and 17 of Annex II, may be claimed as indirect costs.

#### **ARTICLE 4: REPORTS AND PAYMENT TERMS**

- 4.1 Payments shall be made in accordance with Article 15 of Annex II (general conditions), option no. <select 1, 2 or 3>, as set out in Article 15.1.

**[Options 1 and 2]**

Initial pre-financing payment: <amount> EUR.

**[Option 2 only]**

Further pre-financing payment(s): <amount> EUR.  
(subject to the provisions of Annex II)

**[Options 1, 2 and 3]**

Balance of the final amount of the grant:  
(subject to the provisions of Annex II): <amount> EUR.

- 4.2 Provisional payment schedule for prefinancing and instalments, presentation of financial reports and narratives as specified in Articles 2, 15.1 and 15.2 of Annex II (general conditions)

<Specify the applicable reporting requirements and payment schedules/length of reporting period.>]

**GRANT CONTRACT – SPECIAL CONDITIONS**

REPORT PRESENTATION AND PREFINANCING SCHEDULE					<b>USER INSTRUCTIONS</b> <b>DOUBLE CLICK ON THE TABLE</b> Complete the yellow boxes below to obtain an automatic schedule. Adapt the table by adding or deleting lines as required.  When adjusting the border of the “xls window”: - Do not display lines 17 and subsequent lines in the Word document - Do not display column F and subsequent columns in the Word document Click on “File” to exit the xls window State the planned prefinancing payments: half-yearly or annual? Mandatory for each calendar year; add as many lines as required  Delete, as appropriate Delete, as appropriate  For 24-month projects, the half-yearly report 4 (the last half-yearly report will be replaced by Final Report). This line may therefore be deleted, as applicable. For 36-month projects, the half-yearly report 6 (the last half-yearly report will be replaced by Final Report). This line may therefore be deleted, as applicable.  Delete, as appropriate
Reports	Period covered by the report	Issue deadline	Order of prefinancing		
			1 (paid on the effective date of the contract)	2	
Half-year report no. 1				2	
Simplified report at 31/12					
Half-year report no. 2				3	
Half-year report no. 3					
Intermediate evaluation report				etc.	
Intermediate audit report					
Expenditure statement at 31/12					
Half-year report no. 4					
Half-year report no. 5					
Expenditure statement at 31/12					
Final report					
Final evaluation report					
Final audit report				Balance	

  

Report schedule for narrative, financial, audit and evaluation reports		Deadlines in no. of days (see Article 2 of the General Conditions)	
Start date		60	Half-yearly Pr reports
Duration (months)		30	Pr reports end December pr EF closures
Mid-project		90	Pr Final Report
Project end			

In accordance with Article 15.1 of Annex II, if the duration of a prefinancing period is modified by Expertise France, the latter will forward to the Beneficiary an updated version of the above table.

**ARTICLE 5: CONTACT ADDRESSES**

5.1 Any communication relating to the Contract must be made in writing, stating the number and title of the PROJECT and be sent to the following addresses:

For EXPERTISE FRANCE

Payment requests and attached reports, including requests to change bank account, are to be sent to:

**EXPERTISE FRANCE**

Département Développement Durable

À l'attention de Mr Alain Chhuor

73, rue de Vaugirard

75006 PARIS – France

email: alain.chhuor@expertisefrance.fr

A copy of the aforementioned documents and all other correspondence must be sent by email to:

**RESEMBID**

Programme Management Unit

To the Attention of Mr/Ms XXX, Programme Manager

Sint Maarten

email: XXX

For the coordinator

<address of coordinator to which correspondence should be forwarded>

5.2 For all intents and purposes, the contact details of the Expertise France whistleblowing officer are as follows:

[referent.lanceursdalerte@diplomatie.gouv.fr](mailto:referent.lanceursdalerte@diplomatie.gouv.fr)

Tel: +33 1 43 17 69 84

Bureau CNV C 366 B,

27, rue de la Convention,

75732 PARIS CEDEX 15.

**ARTICLE 6: ANNEXES**

6.1 The following documents are annexed to these special conditions and form an integral part of the Contract:

- Annex I: Project Document (including the Logical Framework of the Project)
- Annex II: General conditions applicable to Expertise France grant contracts
- Annex III: Project budget (worksheets 1,2 and 3)
- Annex IV: Procurement procedures to be applied by the beneficiaries of grants awarded by Expertise France
- Annex V: Payment request model
- Annex VI: Model narrative and financial report and simplified report model
- Annex VII: Model asset ownership transfer
- Annex VIII: Beneficiary's undertaking regarding integrity and anti-corruption measures
- Annex IX: Communication and visibility plan of the Project

These documents and the special conditions constitute the entire agreement between Parties as set out in this CONTRACT. They supersede all verbal and written communications, procedures, agreements, commitments, guarantees and settlements referring to its object and facts that may have been made by or on behalf of a Party to the other Party before the notification date. These documents are acknowledged by the Parties to represent the sole and complete expression of the terms of their agreement.

Without prejudice to the provisions of Article 9 of Annex II, any modification to the CONTRACT or the waiver of any right resulting from the Contract must be covered by an amendment signed by a duly authorised representative of each Party.

6.2 In the event of a conflict between the provisions of these special conditions and any Annex thereto, it is agreed by the Parties that the special conditions shall take precedence, unless specified otherwise. In the event of a conflict between the provisions of Annex II and any other annex, it is agreed by the Parties that the provisions of Annex II shall take precedence, unless specified otherwise.



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**ARTICLE 7: OTHER SPECIFIC CONDITIONS APPLICABLE TO THE PROJECT**

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

7.1.1 The verifications of expenses covered in 15.8. to 15.11 of Annex II will be carried out [by the contracting authority or any external body authorised by the [European Commission] [contracting authority]]<sup>1</sup> <name, address, telephone and fax numbers>].

[Financial reports will be subject to an intermediate expenditure verification audit on each of the following dates: [at the half-way point of Project implementation] [prior to payment of the XXXXXXXX prefinancing] [over the period from XX/XX/XXXX to XX/XX/XXXX].], except in cases described in Article 15.8. of the General Conditions.

7.1.2 For the purposes of the Contract, the travelling and accommodation expenses of personnel and other persons participating in the project shall not exceed the reference scale specified by the European Commission: [https://ec.europa.eu/international-partnerships/system/files/per\\_diem\\_rates\\_20191218.pdf](https://ec.europa.eu/international-partnerships/system/files/per_diem_rates_20191218.pdf)

[7.1.x For the purposes hereof, the Beneficiary shall open a bank account specifically for Project implementation, into which all the payments will be paid by Expertise France. The bank account details are provided in Annex V.]

[7.1.x The project implemented shall be subject to the following evaluations:

<Specify: if any special condition in place regarding monitoring and evaluation>

7.1.x Financial support for third parties may only be granted in accordance with the conditions and criteria set out in the call for submission of proposals forwarded to candidates and in the project document provided in Annex I.

7.1.x Duties, taxes and charges, including VAT, are not eligible if recoverable/deductible by the beneficiary.

The corresponding cost must be included in the budget (Annex III and Annex VI) under item 12.

The total accepted costs of the project are estimated at EUR <state the amount in item 13 of Annex III>, as defined in Annex III. A specified amount of funds, as signified in Annex IX of this Contract, shall be retained by Expertise France, for the purposes of the implementation of the communication and visibility activities related to the project.

The contribution of the contracting authority defined in Article 3.2. is also limited to 100% of the estimated total accepted costs.

The definitive amount of the contribution by EXPERTISE FRANCE is established in accordance with Articles 14 and 17 of Annex II. The percentages specified for the total eligible costs and total accepted costs are not mutually exclusive, where the contribution of the contracting authority is limited to the lower amount obtained by applying the corresponding percentages to the total definitive amounts of the eligible and accepted costs approved by EXPERTISE FRANCE. If total accepted costs are the same as total eligible costs, the percentage applicable to total accepted costs is applied to total eligible costs in order to guarantee the requested co-financing.

**7.2 By way of derogation from Annex II:**

7.2.1 Any report forwarded with a payment request for further prefinancing or for payment of the balance requires explicit approval from EXPERTISE FRANCE within 45 days or receipt, duly accompanied by the required documents. The approval of reports does not constitute recognition of their conformity nor of the authenticity, completeness or accuracy of the information or declarations they contain.

7.2.2 In addition to Article 9 of the General Conditions – Amendment of the Contract, a new paragraph is added to the Article 9.4.:

Changes in Annex I, including Logical Framework, that affect the expected results (impact, outcomes, outputs) shall be agreed in writing with the contracting authority before the modification takes place. Approved changes must be explained in the next report.

7.2.3 In addition to Article 12 of the General Conditions – Termination of the Contract, a new subject line - **Termination of a beneficiary(ies) participation by the coordinator** is included, with the following Article:

12.7. - In duly justified cases, the participation of a beneficiary(ies) in this contract may be terminated by the coordinator. To this purpose, the coordinator shall communicate to the contracting authority the reasons for the termination of its participation and the date on which the termination shall take effect, as well as a proposal on the reallocation of the tasks of the beneficiary(ies) whose participation is terminated, or on its possible replacement. The proposal shall be sent in good time before the termination is due to take effect. If the contracting authority agrees, the contract shall be amended accordingly in conformity with Article 9.

[7.3 By way of derogation from Annex IV regarding the rules covering the award of public procurement contracts the following provisions shall apply: In case where Expertise France procurement procedures are applied, the Beneficiary shall utilize tender documents presented in the latest version of Procurement and Grants for European Union external actions – A Practical Guide (PRAG), following the procedure for the foreseen threshold]

Done in English in two original copies.

FOR THE BENEFICIARY:

In....., on.....202...

Preceded by the handwritten words "Read and approved":

Signature<sup>1</sup>:

FOR EXPERTISE FRANCE:

This offer is accepted as an undertaking.

In....., on.....202...

Signature<sup>2</sup>:

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<sup>1</sup> Date and original signatures

<sup>2</sup> Date and original signatures