



ENV.net

Development of the ENV.net in West Balkan and Turkey: giving citizens a voice to influence the environmental process reforms for closer EU integration  
EuropeAid/132438/C/ACT/Multi  
2012/306-642



## SUB- GRANT CONTRACT

Under EU-funded project:

**Development of the ENV.net in West Balkan and Turkey: giving citizens a voice to influence the environmental process reforms for closer EU integration**

**PROJECT CODE: 2012/306-642**

**Identification no. SERBIA/ 306642/2014/01**

(the 'Contract')

### **Environmental Ambassadors for Sustainable Development**

Jovana Rajića 5 D / II / 6

11000 Beograd

Telefon: 011/3225139; Fax: 011/2836926

(the 'Contracting Authority')

of the one part,

and

**Full official name of the award organisation**

**Legal status**

**Full official address**

[hereinafter 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 sub-grant by the Contracting Authority to finance the implementation of the action entitled **title of the Action** (the 'Action')
- 1.2 The Beneficiary shall implement the Action under its own responsibility and in accordance with the Description of the Action in Annex I-Application form with a view to achieving the objectives laid down therein.
- 1.3 The Beneficiary shall be awarded the grant on the terms and conditions set out in this Contract, which consists of these special conditions (the 'Special Conditions') and the annexes, which the Beneficiary hereby declares it has noted and accepted.
- 1.4 The Beneficiary accept 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 the date when the second of the two Parties signs.
- 2.2 Implementation of the Action shall begin **[date to be agreed with the beneficiary]** 2.3 The implementation period of the Action is **number of months**.
- 2.4. The action will terminate the **[date to be agreed with the beneficiary]**

### Article 3 — Financing the Action

- 3.1 The total eligible costs are estimated at **EUR** as set out in Annex II-The budget.
- 3.2 The Contracting Authority undertakes to finance a maximum amount of **EUR (MAX 2,850)**, corresponding to **the 95% (OR LESS)** of the total budget.  
The final amount of the Contracting Authority's contribution shall be determined in accordance with the acceptance of eligible costs from the financial report.
- 3.3 In no cases the Contracting Authority can increase the amount of the contribution set out in article 3.2

### Article 4 — Reporting and payment arrangements

- 4.1 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 a final narrative and financial report on the whole of the Action (including applicant's or other donors' contributions) within 1 months after the end of the implementation period **(deadline)**.

**<For project longer than 3 months, add:>**

- 4.x The Beneficiary is also requested to submit a progress report with description of the progress of activities after 3 months from the start date of the project **(deadline)**. This report should be submitted in any format chosen by the Applicant.

- 4.2 Each report must provide a full account of all aspects of the Action's implementation for the period covered. The narrative and reports shall be drafted in the language of the Contract by using the formats included in annex III – Templates for narrative and financial report
- 4.3. If the Beneficiary fails to supply the Contracting Authority with final reports by the final report deadline laid down in article 4.1 and fails to furnish an acceptable and sufficient written explanation of the reasons why it is unable to comply with this obligation, the Contracting Authority may terminate the Contract in accordance and recover the amounts already paid and not substantiated.
- 4.2 Payments shall be made in accordance with the following scheduling:
- Initial pre-financing payment after signature of the Contract: **AMOUNT IN LOCAL CURRENCY** equivalent to **EUR .....**, corresponding to the 80% of the total contribution requested.
- Expected balance of the grant: **AMOUNT IN LOCAL CURRENCY**, equivalent to EUR ..., corresponding to the 20% of the total contribution. However, the final balance will be calculated according to the accepted eligible costs after approval of the final narrative and financial report.

## Article 5 — Liability

- 5.1 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.
- 5.2 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 6 – Visibility

- 6.1 The Beneficiary must take all necessary steps to publicise the fact that the European Union has financed the Action.
- 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, and in any dealings with the media. It shall display the EU logo (available at this link [http://europa.eu/about-eu/basic-information/symbols/flag/index\\_en.htm](http://europa.eu/about-eu/basic-information/symbols/flag/index_en.htm)) wherever appropriate (e.g. banner, leaflets, publications, website).
- 6.2 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.*”

- 6.3 The Beneficiary authorises the Contracting Authority and the European Commission to publish its name and address, nationality, the project purpose, duration and location as well as the amount of the sub-grant.

### **Article 7 – Amendment of the contract**

- 7.1 Any modification to the Contract, including the activities, results and the budget of the Action must be communicated in writing to the Contracting Authority before the modification entered into force.
- 7.2. The request of modification should be submitted via email to (env.net.easd@gmail.com)

### **Article 8 – Assignment**

- 8.1 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 9 – Eligible costs**

- 9.1. Eligible costs are costs actually incurred by the Beneficiary, which meet all the following criteria:
- a) they are incurred during the implementation of the Action as specified in the Sub-grant contract. This means that the costs shall relate to activities performed during the implementation period.
  - b) they are indicated in the overall budget for the Action (Annex II);
  - c) they are necessary for the implementation of the Action;
  - d) they are identifiable and verifiable, in particular being recorded in the accounting records of the Grant Beneficiary and determined according to the applicable accounting standards of the Republic of Serbia;
  - e) they comply with the requirements of applicable tax and social legislation;
  - f) they respect the rules of nationality and origin<sup>1</sup>

---

<sup>1</sup> The nationality of the contractors for services and supplies and the origin of the items purchased must be from the following countries: EU Member States, Iceland, Lichtenstein, Norway, the former Yugoslav Republic of Macedonia, Turkey, Albania, Bosnia, Montenegro, Serbia, Kosovo, Algeria, Armenia, Azerbaijan, Belarus, Egypt,

9.2 Subject to the above, the following direct costs of the Beneficiary and its partners shall be eligible:

- the cost of staff assigned to the Action, corresponding to actual gross salaries including social security charges and other remuneration-related costs; salaries and costs shall not exceed those normally borne by the Beneficiary;
- travel and subsistence costs for staff and other persons taking part in the Action, provided they are real costs backed by supporting documents;
- purchase costs for equipment and supplies (new or used) and services specifically for the purposes of the Action.

9.3 Note that taxes, including VAT will only be accepted as eligible costs when the following conditions are fulfilled (and backed by supporting documents):

- The value added taxes are not recoverable by any means;
- It is established that they are borne by the final beneficiary; and
- They are clearly indicated in the project proposal.

9.4 The following costs shall not be considered eligible:

- debts and debt service charges (interests);
- provisions for losses or potential future liabilities;
- costs declared by the Beneficiary and financed by donors or by other EU-funded actions;
- purchases and rehabilitation of land or buildings;
- currency exchange losses;
- credits to third parties.

## Article 10 – Accounts and financial checks

10.1 The Beneficiary shall keep accurate and regular accounts of the implementation of the Action. 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.

---

Georgia, Israel, Jordan, Lebanon, Libya, Moldova, Morocco, Palestinian Authority of the West Bank and Gaza Strip, Russian Federation, Syria, Tunisia, Ukraine



ENV.net

Development of the ENV.net in West Balkan and Turkey: giving citizens a voice to influence the environmental process reforms for closer EU integration

EuropeAid/132438/C/ACT/Multi

2012/306-642



10.2 The Beneficiary shall allow the European Commission, the European Anti-Fraud Office, the European Court of Auditors and any external auditor authorised by European Commission carrying out verifications, by examining the documents and to make copies thereof 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.

10.3 The following documents must be kept in original and sent in certified copies to the Contracting Authority with the final financial report:

- Proof of commitments such as contracts and order forms;
- Proof of delivery of services such as approved reports, time sheets, transport tickets, 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 purchase such as invoices and receipts;
- Proof of payment such as bank statements, debit notices, proof of settlement by the contractor;
- Proof that taxes and/or VAT that have been paid cannot actually be reclaimed;
- 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 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.

## Article 11 – Procurement rules

If the implementation of an Action requires procurement by the Beneficiary, the contract must be awarded to the most economically advantageous tender (ie, the tender offering the best price-quality ratio), taking care to avoid any conflicts of interest.

## Article 12 – Termination of the contract

The Contracting Authority may terminate the Contract, by giving a seven day notice and without paying compensation of any kind:

- a) where the Beneficiary 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;





ENV.net

Development of the ENV.net in West Balkan and Turkey: giving citizens a voice to influence the environmental process reforms for closer EU integration

EuropeAid/132438/C/ACT/Multi  
2012/306-642



- b) where the Beneficiary 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) where the Contracting Authority has evidence on the Beneficiary or any related entity or person, of grave professional misconduct; this also applies to staff and agents of the Beneficiary;
- d) where the Contracting Authority has evidence on the Beneficiary or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the European Union's financial interests; this also applies to staff and agents of the Beneficiary;
- e) where the Beneficiary changes legal personality, without informing the contracting authority;
- f) where the Beneficiary makes false or incomplete statements to obtain the grant provided for in the Contract or provides reports that do not reflect reality;
- g) where the Beneficiary has 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 it is established;
- h) where the Contracting Authority has evidence on the Beneficiary or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the grant;

### Article 13 - Contact addresses

13.1 Any communication relating to this Contract shall be in writing, state the number and title of the Action and be sent to the following addresses:

#### For the Contracting Authority

Reports and request of amendment shall be sent to:

#### **Environmental Ambassadors for Sustainable Development**

Address: Jovana Rajića 5 D / II / 6, 11000 Beograd

Contact person: Natasa Zugic-Drakulic

e-mail: [env.net.easd@gmail.com](mailto:env.net.easd@gmail.com)

#### For the Beneficiary

**NAME OF THE BENEFICIARY**

**ADDRESS**

**NAME OF THE CONTACT PERSON**





ENV.net

Development of the ENV.net in West Balkan and Turkey: giving citizens a voice to influence the environmental process reforms for closer EU integration

EuropeAid/132438/C/ACT/Multi  
2012/306-642



e-mail address

## Article 14 — Annexes

14.1 The following documents are annexed to these Special Conditions and form an integral part of the Contract:

- Annex I: Description of the Action (Approved application form)
- Annex II: Budget for the Action
- Annex III: Model narrative and financial report

### For the Beneficiary(ies)

Name

Title

Signature

Date

### For the Contracting Authority

Name

Title

Signature

Date

