

GRANT CONTRACT

ICMPD/YEAR/FUND-FUND#-XXX

(the ‘Contract’)

The International Centre for Migration and Policy Development, ICMPD, hereinafter referred to as the ‘Contracting Authority’,

on the one part,

and

NAME

ADDRESS

hereinafter referred to as the ‘Coordinator’

and

1) **NAME**

ADDRESS

2) **NAME**

ADDRESS

3) **ETC**

who have conferred powers of attorney for the purposes of the signature of this agreement to the Coordinator, hereinafter collectively referred to as the “Beneficiary(ies)” where a provision applies without distinction to the Coordinator and the Beneficiary(ies),

on the other part,

hereinafter jointly referred to as the ‘Parties’,

have agreed as follows:

Special Conditions

Article 1 — Purpose

- 1.1 The purpose of this Contract is the award of a grant by the Contracting Authority to finance “**TITLE OF THE ACTION**” (the ‘Action’) as described in Annex I.
- 1.2 The Beneficiary(ies) 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(ies) hereby declares it has noted and accepted.
- 1.3 The Beneficiary(ies) 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 the date when the second of the two Parties signs.
- 2.2 Implementation of the Action shall begin on [the day following that on which the second of the two Parties signs]/[a later date, please specify].
- 2.3 The implementation period of the Action, as laid down in Annex I, is **XX 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 6 months after the end of the implementation period as stipulated in Article 2.3.

Article 3 — Financing the Action

- 3.1 The total eligible costs are estimated at **EUR 0 000 000,00** as set out in Annex III.
- 3.2 The Contracting Authority undertakes to finance a maximum amount of **EUR 0 000 000,00**.
The grant is further limited to **XX%** of the estimated total eligible cost of the Action specified in Article 3.1.
The final amount of the Contracting Authority's contribution shall be determined in accordance with Articles 14 and 17 of Annex II.
- 3.3 Pursuant to Article 14.7 of Annex II, **X%** of the final amount of direct eligible costs of the Action established in accordance with Articles 14 and 17 of Annex II may be claimed as indirect costs.

Article 4 — Reporting and payment arrangements

- 4.1 The reporting period of the Action is set at **3/4/6/12 months**.
- 4.2 Every 12 months, an expenditure verification report, conform to Article 15.6 of Annex II and Annex VII, shall be provided to the Contracting Authority.
- 4.3. The pre-financing rate is **80/70/60%** of the ICMPD contribution as set out in the forecast budget provided with the request for payment.
- 4.4 Payments shall be made in accordance with Article 15 of Annex II as follows:
- | | |
|---|-------------------------------------|
| Initial pre-financing payment: | EUR 0 000 000,00 |
| <i>(80/70/60% of the 3/4/6/12 month forecast as set out in Annex III)</i> | |
| First interim payment: | EUR 0 000 000,00¹ |
| <i>(indicative amount subject to the provisions of Annex II)</i> | |
| Second interim payment: | EUR 0 000 000,00 |
| <i>(indicative amount subject to the provisions of Annex II)</i> | |
| Etc. | |
| Balance of the final amount of the grant: | EUR 0 000 000,00² |
| <i>(indicative amount subject to the provisions of Annex II)</i> | |

Article 5 — Communication

- 5.1 Any communication relating to this Contract shall be in writing, state the number and title of the Action and be sent by electronic or ordinary mail to the following addresses:

¹ (“total eligible costs”-“pre-financing”-“indicative balance of final amount”)/# of foreseen instalments (duration of the action/reporting period)

² 20/30/40% of the total eligible costs as set out in Annex III

For the Contracting Authority

International Centre for Migration Policy Development
Attn. Ralph Genetzke
Ralph.Genetzke@icmpd.org
Rue Belliard 159, 2nd floor
BE – 1040 Brussels
Belgium

For the Coordinator

NAME
EMAIL
ADDRESS

5.2 The expenditure verification(s) referred to in Article 15.6 of Annex II will be carried out by:

NAME SELECTED & APPROVED AUDITOR
ADDRESS

Article 6 — Annexes

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

Annex I: Description of the Action

Annex II: General Conditions

Annex III: Budget of the Action

Annex IV: Procurement by grant Beneficiaries

Annex V: Payment request for Grant Contract and Business Partner Registration/Financial Identification Form

Annex VI: Model narrative and financial report

Annex VII: Terms of Reference for an Expenditure Verification of a Grant Contract

[Annex VIII: Pre-financing guarantee form]

Annex IX: Transfer of ownership of assets

Annex X: Provisional financial report and forecast]

6.2 In the event of a conflict between the provisions of the present Special Conditions and any Annex thereto, the Special Conditions shall take precedence. In the event of a conflict between the provisions of Annex II and those of the other annexes, those of Annex II shall take precedence.

Article 7 — Other specific conditions applying to the Action

7.1 The General Conditions are supplemented by the following:

[7.1.x Financial support to third parties may only be awarded in compliance with the conditions set in the Guidelines for applicants and in accordance with the criteria and conditions laid down in the Description of the Action in Annex I.

optional

[The maximum amount of financial support per each third party is limited to [EUR] [<ISO Code of Contracting Authority currency>] <60.000 or less >.]

[7.1.x In accordance with Article 4.1 at the end of each reporting period the Coordinator has to present a provisional financial report conform to Annex X covering the past reporting period.]

[7.1.x The initial pre-financing payment shall be accompanied by a financial guarantee amounting to EUR ...]

[7.1.x In addition to Article 15.5 of the General Conditions, any payment request based on the submission of a provisional financial report conform to Annex X is automatically considered as suspended until the approval of the Contracting Authority of the said report.]

[7.1.x A bank account dedicated solely to the implementation of the Action shall be setup by the Coordinator. All incoming and outgoing payments relating to the implementation of the Action shall be made exclusively to and from this bank account.]

If VAT, taxes, duties and charges are not eligible, i.e. in one of the following cases:

a) the basic act/financing agreement excludes their eligibility

b) the call for proposals excludes their eligibility

c) for VAT, the activities supported through the grant are engaged in by the Beneficiary(ies) as a Member State public authority (police, justice and public domain management).

[7.1.x <VAT/ taxes, duties and charges > are not eligible [for the [following] activities as described in Annex I].

In case of accepted costs system (ineligible taxes, in kind contributions...)

7.1.x The following non eligible costs may be as considered part of the total accepted costs of the Action for the purpose of co-financing, as follows: < clarify the conditions and specificities of the accepted costs, such as in-kind contributions, taxes, including VAT etc. for in kind either the amount of the contribution if known (ex. valorisation of goods etc.) or the way of calculation (ex. cost per day for work etc.) >

The corresponding cost must be included in the budget.

The total accepted cost of the Action are estimated at [EUR] [<ISO Code of the Contracting Authority currency as above>] [<enter the amount of heading 13 of Annex III>], as set out in Annex III.

The Contracting Authority's contribution set out in Article 3.2 is further limited to < enter applicable percentage >% of the estimated total accepted costs.

The final amount of the Contracting Authority's contribution shall be established in accordance with Articles 14 and 17 of Annex II. The percentages set with regard to the total eligible costs and total accepted costs shall apply cumulatively so that the Contracting Authority's contribution shall be limited to the lowest amount obtained by respectively applying the percentages to the final total eligible and accepted costs approved by the Contracting Authority. In case that the total accepted costs are equal to the total eligible costs, the percentage applicable to the total accepted costs applies to the total eligible costs to ensure the required co-financing.

7.2 The following derogations from Annex II shall apply:

If the objective of the Action is to reinforce the financial capacity of a Beneficiary or natural persons in most need and/or to generate an income to ensure its sustainability beyond the end of the present Contract

[7.2.x The no-profit rule shall not apply to this Contract, according to Article 17 of Annex II:

choose

[a] actions the objective of which is the reinforcement of the financial capacity of a Beneficiary]

[b] actions which generate an income to ensure their continuity beyond the end of this Contract]

[c) other direct support paid to natural persons in most need, such as unemployed persons and refugees]]

Where one of the Beneficiaries is an International Organisation.

[7.2.x The following derogations from the General Conditions shall apply to **include here the international organisations who are co-beneficiary(ies) of the grant** and whose pillars have been positively assessed.

- Nothing in this Contract shall be interpreted as a waiver of the organisation's privileges and immunities or any specific agreement on dispute settlement or verification already concluded in this respect **by include here the international organisations who are co-beneficiary(ies) of the grant** and the European Union and/or ICMPD.
- By derogation from Article 7.5 of the General Conditions, and independently of the purchase cost, the documentary proof of transfers made by **<include here the international organisations who are co-beneficiary(ies) of the grant** shall not be attached to the final report. However, it shall be kept for verification. **<Insert here any other derogation agreed on Article 7.5 of the General Conditions >**
- Article 16 of the General Conditions shall be replaced by the following:

The Organisation shall keep accurate and regular records and accounts of the implementation of the Action. Separate accounts shall be kept for each Action, and shall detail all income and expenditure.

The accounting regulations and rules of the Organisation shall apply.

Financial transactions and financial statements shall be subject to the internal and external auditing procedures laid down in the Financial Regulations, Rules and directives of the Organisation.

Until at least five years after the last payment, the Organisation shall keep financial accounting documents concerning the activities financed by the contribution and make available to the competent bodies of the European Union, upon request, all relevant financial information, including statements of accounts concerning the Action, whether they are executed by the Organisation or by affiliated entities or contractors.

In conformity with its financial regulations, ICMPD as well as the European Union as main donor, including its Court of Auditors, may undertake, including on the spot, checks related to the Actions financed by the Contracting authority.

These provisions shall be applied in accordance with any specific agreement concluded in this respect by the Organisation and ICMPD or the European Union.]

In electronic version in English, signed digitally by the Contracting Authority and the Beneficiary(ies).

For the Beneficiary(ies)

For the Contracting Authority

Name:

Name:

Title:

Title:

Signature:

Signature:

Date:

Date:

